

# BOND

## Disclosure Statement

Item	Disclosure
Plans that show: <ul style="list-style-type: none"><li>• the proposed location and dimensions of the unit in relation to other units and the common property in the units plan</li><li>• the internal floor plan of the unit; and</li><li>• the detail (including type and location) of any unit subsidiary for the unit that adjoins the unit.</li></ul>	Refer to Plans annexed to the Contract.
Building management statement	Not applicable.
A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease.	Refer to Crown Lease annexed to the Contract.
Does the developer propose to restrict the use of a unit to a subset of potential authorised uses under the lease?	The developer does not intend to restrict the uses to which a unit may be put other than restrictions in the Crown Lease or the Territory Plan.
The proposed schedule of unit entitlement for the units plan	Refer to estimated strata budgets in the Contract.
Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary (e.g. a courtyard, balcony, car park, storage cage)	Refer to Plans annexed to the Contract.
A statement about the potential for, and type of, easements that may be required for the units plan	None other than those in the Crown Lease or required by legislation.
The proposed rules for the owners corporation for the units plan including any special privilege rule	No alternate rules proposed other than the default rules annexed to the Contract.

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<p>Does the developer intend for the owners corporation to enter into any contract?</p> <p>If yes, specify details, including the amount of the buyer's general fund contribution that will be used to service the contract, and any personal or business relationship between the developer and another party to the contract.</p>	<p>Yes – Refer to estimated strata budgets annexed to the Contract in relation to the Buyer's general fund contributions to service the contract.</p> <p>Estimated budget will apply to all units.</p> <p>The developer discloses that there is no personal or business relationship between itself and with any of the other contracting parties.</p>
<p>The developer's estimate of the buyer's general fund contribution for two years after the units plan is registered</p>	<p>Refer to estimated strata budgets annexed to the Contract.</p>
<p>Method proposed for working out the contribution to be paid into the general fund and sinking fund by each unit</p>	<p>Refer to estimated strata budgets annexed to the Contract.</p>
<p>Is a staged development of the units proposed?</p>	<p>No.</p>
<p>Development Approval (DA) details:</p> <ul style="list-style-type: none"> <li>• DA No. and status of the application</li> <li>• Statement regarding any condition to which the DA is subject</li> <li>• Where further information can be found</li> </ul>	<ul style="list-style-type: none"> <li>• DA No. 201936288 –approved, but further DA amendment under assessment.</li> <li>• Refer to Notice of Decision dated 201732107.</li> <li>• Notifications in relation to any development application can be found at:</li> </ul> <p><a href="https://www.planning.act.gov.au/development-applications/pubnote">https://www.planning.act.gov.au/development-applications/pubnote</a></p>
<p>Will any units in the units plan be individually metered for the purposes of cold water supply?</p>	<p>The developer intends to individually meter each units for the purposes of cold water supply and electricity.</p>

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Item	Disclosure
Will there be any facilities provided for charging electric vehicles?	No.

### Schedule

<b>Land</b>	The unexpired term of the Lease	Unit #	UP No.	Block 12	Section 28	Division/District Kingston
	and known as Unit , 25 Howitt Street Kingston ACT 2604					
<b>Seller</b>	Full name	Bond Projects Group 4 Pty Limited				
	ACN/ABN	ACN 631 903 841				
	Address	12 Vandyke Street Crace ACT 2911				
<b>Seller Solicitor</b>	Firm	Mills Oakley				
	Email	bgulan@millsoakley.com.au		Ref:	Ben Gulan	
	Phone	(02) 6196 5222	(02) 6196 5222			
	DX/Address	DX 5666 Canberra				
<b>Stakeholder</b>	Name	Hive Property Canberra Trust Account				
<b>Seller Agent</b>	Firm	Hive Property Canberra				
	Email	matt@hiveproperty.co				
	Phone	6182 1802	Ref: Matt Shippard			
	DX/Address	Level 1/4 Campion Street, Deakin ACT 2600				
<b>Restriction on Transfer</b>	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	As per Inclusions List				
<b>Date for Registration of Units Plan</b>	30 November 2026					
<b>Date for Completion</b>	In Accordance with Special Condition 56 of the Contract					
<b>Electronic Transaction?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN:		Pexa		
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)			
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

<b>Buyer</b>	Full name					
	ACN/ABN					
	Address					
<b>Buyer Solicitor</b>	Firm					
	Email					
	Phone		Ref			
	DX/Address					
<b>Price</b>	Price	\$	(CST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
<b>Date of this Contract</b>						

<b>Co-Ownership</b>	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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**Read This Before Signing:** Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

<b>Seller signature</b>	<b>Buyer signature</b>
Seller witness name and signature	Buyer witness name and signature

## Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an “off-the-plan purchase”)
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

### If the Property is off-the-plan:

- Proposed plan
- Inclusions list

### If the Property is a Unit where the Units Plan is not registered:

- Inclusions list
- Disclosure Statement

### If the Property is a Unit where the Units Plan is registered:

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

### If the Property is a Lot that is part of a Community Title Scheme:

- Section 67 Statement, as first or top sheet
- Community Title Master Plan
- Community Title Management Statement

### If the Property is a Lot that will form part of a Community Title Scheme:

- Proposed Community Title Master Plan or sketch plan
- Proposed Community Title Management Statement

### GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

### Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

### Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

### Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

### Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	0	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550	(GST inclusive)

### Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

### Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

GSTRW Supplier Details

Supplier	
Name	Bond Projects Group 4 Pty Limited
ABN	88 631 903 841
Phone	0422 443 339
Business address	15 Condamine Street Turner ACT 2612
Email	<a href="mailto:mary@bondprojects.com.au">mary@bondprojects.com.au</a>

Residential Withholding Tax	
Supplier's portion of the RW Amount	
RW Percentage	(7% or 1/11 <sup>th</sup> )
RW Amount (ie the amount that the Buyer is required to pay to the ATO)	
Is any of the consideration not expressed as an amount in money?	No
If 'Yes', the GST inclusive market value of the non-monetary consideration	N/A
Other details (including those required by regulation or the ATO forms)	N/A

## RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

<b>Supplier</b>	Name		
	ABN		Phone
	Business address		
	Email		
<b>Residential Withholding Tax</b>	Supplier's portion of the RW Amount:	\$	
	RW Percentage:		%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$	
	Other details (including those required by regulation or the ATO forms):		

## Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
  - the Buyer is a corporation; or
  - the Property is sold by tender; or
  - the Property is sold by auction; or
  - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
  - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

## Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

## Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

## Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
  - insert:
    - the name and address of, and contact details for, the Buyer;
    - the name and address of, and contact details for, the Buyer Solicitor;
    - the Price;
    - the Date of this Contract,
  - insert in, or delete from, the Goods; and
  - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

### 1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

**Affecting Interests** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

**Adaptable Housing Dwelling** has the meaning in the Sale of Residential Property Act;

**Agent** has the meaning in the Sale of Residential Property Act;

**ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

**Building Act** means the *Building Act 2004* (ACT);

**Building and Development Provision** has the meaning in the Planning Act;

**Building Conveyancing Inquiry Document** has the meaning in the Sale of Residential Property Act;

**Building and Compliance Inspection Report** has the meaning in the Sale of Residential Property Act;

**Building Management Statement** has the meaning in the Land Titles Act;

**Business Day** means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

**Class A Unit** has the meaning in the Sale of Residential Property Act;

**Common Property** for a Unit has the meaning in the Unit Titles Act;

**Common Property** for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

**Community Title Act** means the *Community Title Act 2001* (ACT);

**Community Title Body Corporate** means the entity referred to as such in the Community Title Act;

**Community Title Management Statement** has the meaning in the Community Title Act;

**Community Title Master Plan** has the meaning in the Community Title Act;

**Community Title Scheme** has the meaning in the Community Title Act;

**Completion** means the time at which this Contract is completed and **Completed** has a corresponding meaning;

**Compliance Certificate** means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act,

**Covenant** includes a restrictive covenant;

**Default Notice** means a notice in accordance with clause 18.5 and clause 18.6

**Default Rules** has the meaning in the Unit Titles Management Act;

**Deposit** means the deposit forming part of the Price;

**Developer** in respect of a Lot has the meaning in the Community Title Act;

**Developer Control Period** has the meaning in the Unit Titles Management Act;

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

**Disclosure Update Notice** has the meaning in section 260(2) of the Property Act;

**Encumbrance** has the meaning in the Sale of Residential Property Act but excludes a mortgage;

**Energy Efficiency Rating Statement** has the meaning in the Sale of Residential Property Act;

**Excluded Change** has the meaning in section 259A(4) of the Property Act;

**General Fund Contribution** has the meaning in section 78(1) of the Unit Titles Management Act;

**GST** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Rate** means the prevailing rate of GST specified as a percentage;

**Improvements** means the buildings, structures and fixtures erected on and forming part of the Land;

**Income** includes the rents and profits derived from the Property;

**Land Act** means the *Land (Planning & Environment) Act 1991* (ACT);

**Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

**Land Rent Act** means the *Land Rent Act 2008* (ACT);

**Land Rent Lease** means a Lease that is subject to the Land Rent Act;

**Land Titles Act** means the *Land Titles Act 1925* (ACT);

**Lease** means the lease of the Land having the meaning in the Planning Act;

**Lease Conveyancing Inquiry Document** has the meaning in the Sale of Residential Property Act;

**Legislation Act** means the *Legislation Act 2001*;

**Liability of the Owners Corporation** means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

**Lot** has the meaning in the Community Title Act;

**Non-Land Rent Lease** means a Lease that is not subject to the Land Rent Act;

**Notice to Complete** means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

**Owners Corporation** means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

**Pest Inspection Report** has the meaning in the Sale of Residential Property Act;

**Pest Treatment Certificate** has the meaning in the Sale of Residential Property Act;

**Planning Act** means the *Planning Act 2023* (ACT);

**Planning and Land Authority** has the meaning in the Legislation Act;

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

**Property** means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

**Property Act** means *Civil Law (Property) Act 2006* (ACT);

**Required Documents** has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

**Rescission Notice** has the meaning in the Sale of Residential Property Act;

**Residential Tenancies Act** means the *Residential Tenancies Act 1997* (ACT);

**Sale of Residential Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

**Section 56 Certificate** means a certificate for a Lot issued under section 56 of the Community Title Act;

**Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

**Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

**Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;

**Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;

**Unapproved Structure** has the meaning in the Sale of Residential Property Act;

**Unit** means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

**Unit Entitlement** for the Unit has the meaning in the Unit Titles Act;

**Unit Title** is the Lease together with the rights of the registered lessee of the Unit;

**Unit Title Certificate** means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

**Unit Titles Act** means the *Unit Titles Act 2001* (ACT);

**Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT);

**Units Plan** means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

**Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

## 1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

## 2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

### 3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.5 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

### 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

### 6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
  - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
  - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
  - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
  - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
    - 6.2.3 rescind; or
    - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
  - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
  - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

## 8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
  - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
  - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
  - 9.3.1 the Seller warrants that except as disclosed in this Contract:
    - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
    - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

## 10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

## 11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
  - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

## 12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
  - 12.1.2 obtain approval for any Development conducted on the Land;
  - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
  - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
  - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## 13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

**Adjustment Figures** mean details of the adjustments to be made to the Price under this Contract;

**Completion Time** means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

**Conveyancing Transaction** has the meaning given in the Participation Rules;

**Digitally Signed** has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

**Discharging Mortgagee** means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

**ECNL** means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

**Effective Date** means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

**Electronic Document** means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

**Electronic Transaction** means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

**Electronic Transfer** means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

**Electronic Workspace** has the meaning given in the Participation Rules;

**Electronically Tradeable** means a land title dealing that can be lodged electronically;

**ELN** has the meaning given in the Participation Rules;

**FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

**GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

**Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

**Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

**Nominated ELN** means the ELN specified in the Schedule;

**Participation Rules** mean the participation rules as determined by the ECNL;

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

**Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

#### 14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

#### 15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

#### 16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

- (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
- (b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

#### 17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
  - (a) the total amount claimed exceeds 5% of the Price;
  - (b) the Seller gives notice to the Buyer of an intention to rescind; and
  - (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
  - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
  - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
  - 18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

\* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

## 20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or  
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

## 21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and  
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

## 22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;  
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and  
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and  
22.3.2 the damages must be paid on Completion.

## 23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

- 23.2 This clause is an essential term.

## 24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but  
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
  - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
  - 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
 in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

## 26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
  - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
    - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
  - 26.2.3 serve it on that party's solicitor in any of the above ways; or
  - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
  - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

## 27. Unit title

- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

## 28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

## 30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

### 31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

### 32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

### 33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

### 34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

### 35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

### 36. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

### 37. Unregistered Units Plan

**Warning:** The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

### 38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3. were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

### 39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

### 40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

### 41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

### 42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

### 43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

### 44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

### 45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

#### **46. Incomplete development of Community Title Scheme**

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

#### **47. Incomplete development of Lot**

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

#### **48. Required first or top sheet**

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

#### **49. Notice to Community Title Body Corporate**

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

#### **50. Section 56 Certificate**

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

## 51. Foreign Resident Withholding Tax

**Warning:** The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

**Warning:** The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

**CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;

**Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

**Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

**Relevant Price** means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

**Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

**Withholding Amount** means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

**Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
  - no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

## 52. Deposit by instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

**Warning:** The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

**RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

**RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and

**RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 6/25 Howard Street Kingston ACT  
Block 14 Section 20 Kingston  
Units 1-6/25 Howard Street Kingston ACT

## 54. Interpretation

### 54.1 Definitions:

In these Special Conditions the following words have the following meanings:

**Act** means *Civil Law (Property) Act 2006*.

**Agent** means Hive Property Canberra, or such other agent appointed by the Seller from time to time;

**Approval Date** means 30 November 2025;

**Approvals** includes all developments approvals, consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals permits, authorities, insurances and exemptions necessary for undertaking and completing the Building Works;

**Authority** includes any government or public, governmental, semi-government, local governmental, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right) and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;

**Bond** means a deposit insurance bond or bank guarantee in a form reasonable acceptable to the Seller;

**Builder** means the builder selected by the Seller (in its absolute discretion) to carry out the Building Works;

**Building** means the building to be constructed on the Land in which the Unit will be located;

**Building Works** means the completion of all construction works to construct the Unit as contemplated by the Plans and the installation of the Inclusions, subject to the Seller's right to make variations to the Plans and Inclusions in accordance with this Contract;

**Common Property** means that part of the Land and all improvements (or part thereof) erected on the Land which, on registration of the Units Plan, will comprise the common property as defined in section 13 of the *Unit Titles Act 2001 (ACT)*;

**Colour Selection Form** means the colour selection form provided by the Seller on which the Buyer notes their colour selection for the unit.

**Contract** means this contract for sale and includes the General Conditions, the Special Conditions, and any schedule, appendix, or annexure;

**Corporations Act** means the *Corporations Act (Cth) 2001*;

**Date for Completion** means the date due for completion as stated in Special Condition 56;

**Defects Liability Period** means the period 90 days from whichever date is earlier:

- (i) the Date of Completion; or
- (ii) from the date that the Buyer takes occupation of the Unit, whichever is the earlier;

**Developer Control Period** means the period that:

- (i) starts the day the Owners Corporation for the Units Plan is established; and
- (ii) ends on the day people other than the Seller hold 1/3 or more of the Unit Entitlements of the Units Plan;

**Development Funding** means any and all funding required by the Seller to undertake the Development, including Building Works, to be acquired on terms reasonable to the Seller or having regard to the economic feasibility of the Development;

**Inclusions** mean the list of inclusions attached to this Contract;

**Land** means Block 12 Section 28 Kingston;

**Necessary Approvals** means:

- (a) the statutory and regulatory approvals required to enable the Seller, or persons authorised by it, to carry out the Building Works, including the development approvals; and
- (b) the Seller obtaining Development Funding.

**Outgoings** mean all Land Charges including any Owners Corporation contributions in respect of the Unit;

**Owners Corporation** means the body corporate to be constituted pursuant to the *Unit Titles Act 2001 (ACT)* following registration of the Units Plan;

**Plans** means the plans and specifications attached to this Contract, as may be varied from time to time by the Seller in accordance with this Contract;

**Pre-Settlement Defects List** means a list of defects or faults (if any) in the construction of the Unit prepared by the Buyer in conjunction with the Builder and submitted to the Builder and Seller in writing prior to the Date for Completion;

**Printed Terms** means the printed terms of the standard ACT Law Society Contract 2021 Edition (as amended by these Special Conditions);

**Rules** means the rules attached to this Contract;

**Sale of Residential Property Act** means the *Civil Law (Sale of Residential Property) Act 2003*;

**Special Conditions** means these Special Conditions;

**Unit** means the Unit the subject of this Contract and as stated on the Schedule of this Contract and includes any Unit Subsidiary;

**Units Plan** means the units plan to be prepared by the Seller and registered in respect of the Land in accordance with the Unit Titles Act, dividing the Building into Units (including the Unit) and any Common Property;

**Unit Subsidiary** has the meaning as defined in the Unit Titles Act; and

**Unit Titles Act** means the *Unit Titles Act 2001 (ACT)*.

54.2 In this Contract:

- (a) Headings are for convenience only and do not affect interpretation; and
- (b) Unless the context indicates a contrary intention:
  - (i) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (ii) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender; and
  - (iii) each provision of this Contract will be interpreted without disadvantage to the party who (or whose representative) drafted that provision.
- 54.3 This Contract is governed by and will be construed according to the laws of the Australian Capital Territory.
- 54.4 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Contract.
- 54.5 Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue fails within Special Condition 54.4.
- 54.6 Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue fails within Special Condition 54.4.
- 54.7 Where this Contract refers to an area in relation to the Unit, the parties agree and acknowledge that the area is measured as follows:
- (i) to the centre line of the part walls;
  - (ii) to the outside face of external walls; and
  - (iii) includes riser shafts and vertical service ducts
- and where the area relates to a balcony, the area is measured as follows:
- (i) to the centre line of party walls;
  - (ii) to the outside face of walls; and
  - (iii) includes riser shafts and vertical service ducts.

## **55. Amendments to Printed Terms**

- 55.1 The Printed Terms of this Contract (clause 1-53 inclusive) are amended as follows:
- (a) clause 1.1 of the Printed Terms, the following definition is substituted:

“Affecting Interest means any mortgage, Encumbrance, lease, sublease, lien, charge, notice, order, caveat, writ or other interest except:

    - (i) such an interest disclosed in, or permitted to be created pursuant to, this Contract;
    - (ii) any registered Covenant or easement affecting the Land at the Date of this Contract; and
    - (iii) any lease and development conditions affecting the Land”
  - (b) clauses 2.1, 2.2, 2.3 and 2.4 are deleted;
  - (c) clause 5.2 is amended by deleting ‘7 days’ and inserting ‘a reasonable time and’ in line 1;
  - (d) clause 8.4 is deleted;
  - (e) clause 8.5 is deleted;
  - (f) clause 12 is deleted;
  - (g) in clause 13.6 the words ‘the Effective Date’ are replaced with ‘Notice being provided to the Buyer of registration of the Units Plan’;

- (h) clause 14 is deleted;
- (i) clause 15.5 is deleted;
- (j) '5% of the Price' in clause 17.1.1(a) is replaced with '\$1,000.00';
- (k) '5% of the Price' in clause 17.1.2(a) is replaced with '\$1,000.00';
- (l) amend clause 17.1.2(e) to delete the word 'parties' and replace with 'Seller as to 50% and 'Buyer' as to 50%'
- (m) a new clause 18.12 is added to clause 18 as follows:
  - "18.12 Each time a Notice to Complete is served by the Seller in accordance with this clause:*
    - (a) the Seller may unilaterally extend the time and date by which to complete the Contract as specified in the Notice to Complete; and*
    - (b) the Seller may unilaterally withdraw the Notice to Complete,*  
*by written notice to the Buyer in the Seller's absolute discretion and with or without the Buyer's consent."*
- (n) clause 22.1.1 is deleted;
- (o) the words 'the date 7 days after' are deleted from clause 22.1.2;
- (p) clause 37.3 is deleted;
- (q) clause 37.4 is deleted;
- (r) clause 37.7 is deleted;
- (s) clauses 40 to 50 (inclusive) are deleted; and
- (t) replace the words 'the parties must both', with the words 'the Buyer must' in clause 51.4.4.

## **56. Date for Completion**

- 56.1 Completion of this Contract is to occur within 21 days from the date of written notification from the Seller to the Buyer of the registration of the Units Plan.
- 56.2 Completion must take place at the ACT Law Society Settlements Room in Canberra, or via PEXA, at a time during normal business hours nominated by the Seller.

## **57. Units Plan**

- 57.1 The Seller will use its best endeavours to register the Units Plan by the Date for Registration of Units Plan stated on the Schedule to this Contract but the Seller shall be entitled to a reasonable extension of time (and the Seller shall provide written notification to the Buyer's solicitor of any extensions) where delay is caused by the following namely:
  - (a) civil commotion, strike or lockout of workmen;
  - (b) weather sufficiently inclement to prevent the Seller proceeding with the works;
  - (c) accident to the works for which the Seller is not responsible;
  - (d) in consequence of proceedings being taken or threatened by, or disputes with adjoining or neighbouring owners;
  - (e) any action, notice or threatened action by any relevant authority;

- (f) in obtaining building approvals;
- (g) inability or failure to obtain, or delay in obtaining, any requirements of any lender required in relation to finance to complete the Building Works (including but not limited to delay in reaching a minimum number, volume or debt coverage by pre-sales); or
- (h) any other reasonable cause beyond the control of the Seller.

## **58. Unit Entitlement**

- 58.1 The Unit Entitlement in respect of the Unit and all other units in the Units Plan will be in accordance with the allocation approved by the relevant authority.

## **59. Pre-Settlement Defects List**

- 59.1 The Buyer may inspect the Unit on one occasion when invited by the Seller prior to the Date for Completion and prepare and submit, within 5 Business Days of inspection, to the Seller in writing a Pre-Settlement Defects List and in this respect, time is of the essence.
- 59.2 The Seller will use its best endeavours to rectify any reasonable defects or faults (if any) as notified to the Seller by the Buyer in the Pre-Settlement Defects List, to be made good in a proper and workmanlike manner prior to the Date for Completion at no cost to the Buyer.
- 59.3 Any defects or faults in the Unit that are not made good by the Seller prior to the Date for Completion will be made good during the Defects Liability Period.
- 59.4 The Seller shall not be liable to make good or repair:
- (a) any items of equipment within the Unit which are covered by a manufacturer's warranty, the benefit of which is assigned to the Buyer;
  - (b) natural shrinkage in the Unit or defects caused by natural shrinkage in the Unit; or
  - (c) minor defects or irregularities in natural materials used in construction of the Unit.
- the Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in connection to this Special Condition 59.

## **60. 90-day Maintenance**

- 60.1 The Buyer may prepare and submit only one list to the Builder and Seller in writing during the Defects Liability Period a list of defects or faults (if any) in the construction of the Unit.
- 60.2 Subject to Special Condition 60.3, the Seller will cause all defects or faults (if any) in the Unit due to defective or improper materials or bad workmanship, to be made good in a proper and workmanlike manner at no cost to the Buyer:
- (a) as soon as reasonably practicable after receiving the notice if the defects are in or concerning:
    - (i) gas/electricity supply or distribution;
    - (ii) sewerage or drainage; or
    - (iii) any portion of the Unit the defect in which could, or might lead to damage to any of the Buyer's chattels in the Unit or could restrict or interfere with the proper occupation and use of the Unit; and
  - (b) otherwise within ninety (90) days after receiving the notice.
- 60.3 The Seller shall not be liable to make good or repair:

- (a) any items of equipment within the Unit which are covered by a manufacturer's warranty, the benefit of which is assigned to the Buyer;
  - (b) natural shrinkage in the Unit or defects caused by natural shrinkage in the Unit;
  - (c) minor defects or irregularities in natural materials used in construction of the Unit; or
  - (d) chips, cracks, marks or stains in paintwork, brickwork, tiles, carpets, concrete, paving or on walls, ceilings or windows, which are not notified by the Buyer to the Seller in the Pre-Settlement defects list.
- 60.4 Other than for matters directly covered by Special Condition 60.2 (a) the Buyer may submit only one list of defects during the Defects Liability Period.
- 60.5 The Buyer may only submit the list of defects to the Seller by email to:
- [bgulan@millsoakley.com.au](mailto:bgulan@millsoakley.com.au)
- or as otherwise notified to the Buyer by the Seller.
- 60.6 The Buyer must make the Unit available at the time or times notified by the Seller, to the Seller or the Seller's tradesmen to permit the rectification of the defects in a prompt and timely manner.

## **61. Minor Defects**

- 61.1 The Buyer agrees not to delay Completion by reason only that there are minor defects or omissions in the construction of the Unit, the Building or the Common Property.

## **62. Depreciation of the Unit and Inclusions**

- 62.1 Within 6 months of the end of the taxation year in which Completion occurred, the Buyer may request the Seller provide information in respect of the cost of capital works to the Unit, in accordance with Section 262A(4AJA) of the Income Tax Assessment Act 1936 (Cth);
- 62.2 The Buyer must pay the cost of the Seller's quantity surveyor providing this information prior to the information being provided.
- 62.3 The rights and obligations contained in this Special Condition 62 do not merge on Completion.

## **63. Building Works**

- 63.1 Subject to Special Condition 72 and 73, the Seller must engage a suitably qualified person to undertake the Building Works as follows:
- (a) the construction of the Building on the Land to complete the construction of the Unit; and
  - (b) the installation of the Inclusions in the Unit and the Building.
- 63.2 The Building Works are to be undertaken substantially in accordance with the Plans and the Inclusions List.
- 63.3 In addition to the Printed Term 37.5, the Seller may make variations to:
- (a) the Plans (including, without limitation, variations to the configuration of the Unit to accommodate services, riser ducts and structure) provided those variations:
    - (i) are in the Seller's reasonable opinion necessary to comply with the Building Code of Australia or any other law; or

- (ii) are required by any Authority, or
  - (iii) and do not:
    - (A) reduce the area of the Unit by more than 5%; or
    - (B) result in any room or subsidiary being deleted from the Unit;
  - (b) the layout of any kitchen, bathroom or laundry in the Unit to accommodate services, riser ducts and other structures arising out of final detailed design;
  - (c) the Inclusions, provided that the inclusions provided on Completion are of similar value and equivalent quality;
  - (d) the energy efficiency rating of the Unit to accommodate any variations arising out of this clause or clause 37.5 of the Printed Terms;
  - (e) the Building, provided the location of the Unit in the Building remains the same;
  - (f) the layout, design or arrangement of car spaces (if noted on the plans) and storage areas (if noted on the plans); and
  - (g) the layout, design or arrangement to the Common Property.
- 63.4 The Buyer may make no objection, requisition or claim or delay Completion in respect of any variation referred to in this Special Condition 63.
- 63.5 If the Seller is prevented from promptly proceeding with or completing the Building Works by any action, matter or thing outside of the control of the Seller and that delay continues for a period in excess of 90 days, the Seller may rescind this Contract by written notice to the Buyer, provided that the Seller has taken all the reasonable steps to remove the cause of the delay (and in this regard the Seller is not required to initiate legal proceedings to remove the cause of the delay), if possible.
- 63.6 Where a variation is made in accordance with this Special Condition, the Seller will provide such updated disclosure as is required by law, in respect of which the Buyer will have the rights afforded to them by law.
- 63.7 Where a variation is made in accordance with this Special Condition, the Seller will provide such updated disclosure as is required by law, in respect of which the Buyer will have the rights afforded to them by law.
- 63.8 Where a variation is a Type 1 or Type 2 Variation, nothing in this contract:
- (a) affects the rights that the Buyer has at law, and the parties agree that time is of the essence with respect to the timeframes set out in the Act for the Buyer to exercise its rights;
  - (b) prevents the Seller from exercising any right to rescind this contract, including a claim for compensation,
- and any claim for compensation must take into account, and be reduced by, any increase in the market value of the Unit since the Date of This Contract.

## 64. Adjustments

- 64.1 The Seller will be entitled to all income up to and including Completion and will be liable for all Land Charges until the date that the Units Plan is registered. The Buyer will be entitled to all income after Completion, and will be liable for all Outgoings on and from the date that the Units Plan is registered. All Income and Outgoings will be adjusted on Completion in accordance with this Special Condition 64.
- 64.2 The parties acknowledge that separate assessments of the Outgoings may not be available on or prior to Completion. Adjustments will be made between the parties based on the Seller's reasonable opinion of the Outgoings based on likely amounts. When actual assessments have issued by the relevant authority, the parties agree to promptly make any adjustment necessary.
- 64.3 The Buyer must not make any claim, objection or requisition or delay Completion regarding this Special Condition or the unavailability of any separate assessments for any Land Charges.
- 64.4 The parties agree and acknowledge that if the Unit and/ or the Land is subject to land tax, then the parties will adjust land tax on Completion irrespective of whether the Buyer intends to reside in the Unit, and irrespective of whether the Buyer would or would not be liable to land tax but for this Special Condition.

## 65. Deposit Bond or Bank Guarantee

- 65.1 If, in the Seller's sole and absolute discretion, the Seller agrees in writing to accept a Bond as payment of the Deposit (or an instalment of the Deposit), the delivery of the Bond, upon or before the making of this Contract, to the Seller's Solicitor will, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 65.2 The Buyer must pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on Completion or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- 65.3 If:
- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or
  - (b) the term of the Bond expires before the Date for Completion or is not renewed to the satisfaction of the Seller (at least 30 days prior to the expiry date of the Bond); or
  - (c) in the Seller's opinion, the provider of the Bond or the relevant bank is unable to pay the amount referred to in the Bond.
- then to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid), to the Stakeholder. If the Buyer does not do so, the Seller may immediately claim the relevant amount from the issuer of the Bond.
- 65.4 The Seller acknowledges that payment under the Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under Special Condition 65.2.
- 65.5 If the issuer of the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) providing a replacement Bond by another bond issuer reasonably acceptable to the Seller; or
  - (b) payment of the Deposit in accordance with Special Condition 89;

and this Special Condition 65 is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential term of this Contract.

## **66. Representations**

- 66.1 The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- 66.2 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this Contract.

## **67. Price inclusive of GST**

- 67.1 The Price payable in accordance with this Contract is inclusive of GST (within the meaning of the *A New Tax System (Goods & Services Tax) Act 1999* as amended from time to time).
- 67.2 The Buyer and the Seller agree that any GST that the Seller is liable to pay on the supply of the Unit to the Buyer under this Contract is to be calculated under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* (ie the Margin Scheme).

## **68. Caveat**

- 68.1 The Buyer must not lodge a caveat for registration in respect of the Land or the title to the Unit prior to Completion.

## **69. Seller Disclosure**

- 69.1 In addition to the Requirement Documents, the Seller discloses to the Buyer the following:
- (a) The Rules of the Owners Corporation are annexed to this Contract.
  - (b) The Seller intends the Owners Corporation to enter into contracts for the provision of services such as body corporate management, cleaning, gardening services, maintenance, security and trade waste as set out in the budget annexed to this Contract.
  - (c) The contracts referred to in Special Condition 69.1(b) are not available because the Building have not been completed at the Date of this Contract.
  - (d) The contracts referred to in Special Condition 69.1(b) will be for a period not longer than 2 years.
  - (e) The amount of the Buyer's contribution to the funds that will be used to service the contracts referred to in Special Condition 69.1(b) is as detailed in the budget annexed to this Contract.
  - (f) Except as disclosed in this Special Condition 69, that the Seller does not intend the Owners Corporation to enter into any Contract where there is a personal or business relationship between the Seller and another party to the Contract.
  - (g) The Seller's estimate, based on reasonable grounds, of the Buyer's contribution to the Owners Corporation's funds for 2 years after the Units Plan is registered as detailed in the budget annexed to this Contract.
  - (h) The Seller reserves the right to make a resolution and vote in favour of any such resolution to approve the keeping of an animal or animals by any owner of a unit in the Units Plan during the Developer Control Period.

- (i) The Owners Corporation reserves the right to approve the keeping of an animal or animals during the Developer Control Period.
- (k) The right to keep an animal or animals is reserved in each contract to sell a unit in the Units Plan.

## 70. Insolvency and Death

70.1 If an insolvency event occurs, the Buyer is deemed to have fundamentally breached a term of this Contract at the time that an insolvency event occurs and the Seller may terminate this Contract at any time after the insolvency event by providing written notice to the Buyer with immediate effect, and Printed Term 19 will apply.

For the purposes of this Special Condition 70, an insolvency event occurs when:

- (a) an application is made to a Court for an order or an order is made that the Buyer be wound up;
- (b) an application is made to a Court for an order appointing a liquidator or provisional liquidator for the Buyer, or one of them is appointed, whether or not under an order;
- (c) a meeting is convened or a resolution is passed to appoint an official manager for the Buyer;
- (d) except to reconstruct or amalgamate on terms approved by the Seller, the Buyer enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving them or any of them;
- (e) the Buyer resolves to wind itself up, or otherwise dissolve itself, or gives Notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Seller, or is otherwise wound up or dissolved;
- (f) the Buyer is or states it is unable to pay its debts when they fall due;
- (g) the Buyer is, or make a statement from which it may be reasonably deduced by the Seller that the Buyer is, unable to pay its debts as and when they fall due;
- (h) the Buyer takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (i) the Buyer becomes an insolvent under administration as defined in the Corporations Act or action is taken which could result in that event;
- (j) the Buyer commits an act of bankruptcy or the Buyer's estate comes within the operation of any law relating to bankrupts; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under an applicable law.

70.2 If any of the events specified in 70.1 occur then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in Printed Term 18, terminate this Contract and Printed Term 19 will apply.

70.3 If the Buyer is a natural person (or persons) and dies before Completion, the Seller may rescind this Contract by providing written notice to the Buyer's solicitor noted on the Schedule to this Contract with immediate effect.

## 71. Claims

- 71.1 The Buyer may make no requisition, claim for compensation, objection nor delay Completion for any matter disclosed or referred to in these Special Conditions, or disclosed or referred to in any document annexed to this Contract.

## **72. Approvals**

- 72.1 The Seller discloses that the Necessary Approvals are yet to be obtained.
- 72.2 The Seller will apply for all Necessary Approvals and seek to obtain all those approvals by the Approval Date.
- 72.3 If the Necessary Approvals are not obtained by the Approval Date, then the Seller may, by written notice to the Buyer, extend the Approval Date. This notice may be provided by the Seller before, on or after the Approval Date.
- 72.4 If the Necessary Approvals:
- (a) are not obtained by the Approval Date (or any extension of that date in accordance with Special Condition 72.3); or
  - (b) contain conditions or impose requirements that are not satisfactory to the Seller,
- then the Seller may, by written notice to the Buyer, rescind this Contract and Printed Term 21 will apply.
- 72.5 Within fourteen (14) days of receipt of the Necessary Approvals the Seller may, by written notice, advise the Buyer of the receipt of the Necessary Approvals.

## **73. Conditions Precedent**

- 73.1 This Contract is conditional upon:
- (a) the Seller obtaining all the Necessary Approvals to carry out the Building Works; and
  - (b) the Seller obtaining Development Funding to carry out the Building Works;
- by the Approval Date.
- 73.2 If the conditions precedent listed in Special Condition 73.1 are not obtained by the Approval Date, then the Seller may, by written notice to the Buyer, extend the Approval Date.
- 73.3 If the conditions precedent set out in Special Condition 73.1:
- (a) are not obtained by the Approval Date (or any extension of that date in accordance with Special Condition 73.2); or
  - (b) contain conditions or impose requirements not to the satisfaction of the Seller;
- then the Seller may, by written notice to the Buyer, rescind this Contract and Printed Term 21 will apply.

## **74. Unit Number, Address and Door Number**

- 74.1 The Buyer acknowledges and agrees that the block or unit number, address, or door number allocated to the Unit in this Contract and the Plans may differ from the block or unit number, address, or door number allocated to the Unit upon registration of the Units Plan. Where this is the case, the Seller must promptly notify the Buyer of the actual number or numbers allocated and the Buyer may make no objection, requisition or claim or delay Completion if the block or unit number, address or door number of the Unit is changed.

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**75. Car Parking and Storage**

- 75.1 Subject to Special Condition 63, the Unit will include a car parking space or spaces as a Unit Subsidiary or Unit Subsidiaries in the basement of the Building. The location of the car parking space or spaces shown in the Plans may be changed by the Seller and the Buyer may make no objection, requisition or claim or delay Completion if the location of the car parking space or spaces is changed.
- 75.2 Notwithstanding Special Condition 75.1, if the Unit has two (2) or more allocated car spaces in accordance with the Contract, and the location of the car parking spaces is changed, the Seller agrees the car spaces allocated to the Unit will remain together.
- 75.3 Subject to Special Condition 63, the Unit will include a storage area as a Unit Subsidiary in the basement of the Building. The location of the storage area shown in the Plans may be changed by the Seller and the Buyer may make no objection, requisition or claim or delay Completion if the location of the storage area is changed.

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**76. Conflicts or Inconsistencies**

- 76.1 In the event that any of these Special Conditions conflict with or are inconsistent with any of the Printed Terms, then these Special Conditions shall apply to override the Printed Terms of this Contract.
- 76.2 In the event that any of these Special Conditions (or part of a Special Condition) is inconsistent with applicable legislation that cannot be contracted out of, then that Special Condition or part of the Special Condition shall not apply to this Contract, to the extent of the inconsistency only, but the remaining Special Conditions (or parts of the Special Conditions) that are not inconsistent with the applicable legislation that cannot be contracted out of shall remain valid and on foot.

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**77. FATA**

- 77.1 As an essential condition of this Contract, the Buyer warrants that:
- (a) it is not a 'foreign person' as defined by the Foreign Acquisitions and Takeovers Act 1975 section 5;
  - (b) it does not require the approval of the Foreign Investment Review Board to enter into this Contract; and
  - (c) it does not require the approval of the Foreign Investment Review Board to complete this Contract.
- 77.2 In the event that the Buyer is in breach of any of the warranties in Special Condition 77.1, the Seller may terminate this Contract without the notice otherwise required in Printed Term 18 and Printed Term 19 will apply.

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**85. Colour Selection**

- 85.0 The Buyer may make a colour selection with respect to the Unit on the Date of this Contract.
- 85.1 In order to make a colour selection the Buyer must return the Colour Selection Form to the Seller Solicitor prior to the Date of this Contract such that contract counterparts can be exchanged containing the completed Colour Selection Form.
- 85.2 If the Buyer fails to make a colour selection, then the Seller may make the colour selection on behalf of the Buyer, and the Buyer may make no requisition, objection, claim for compensation nor delay Completion as a result of the colour selection made by the Seller.

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**79. On-Sale, Resale and Agent**

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- 79.1 The Buyer acknowledges that it is not permitted to market for sale, on-sell or re-sell the Property between the Date of the Contract and the Completion unless approved by the Seller. The Seller has the sole discretion over and must approve the advertising platforms, the selling agent and the purchase price.
- 79.2 If the Buyer enters into a contract to on-sell the Unit, the sale price cannot be lower than the current sale price of the same unit type within the Development.
- 79.3 The Buyer warrants that it was not introduced to the Seller, or the Property by any agent other than the Seller Agent or that anyone else has been the real and effective cause of the Buyer entering into this Contract.
- 79.4 The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller's Agent for a real estate agent's commission in respect of the sale of this Property.
- 79.3 The parties agree and acknowledge that this Special Condition 79 is an essential term of this Contract.

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**80. Not Used**

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**81. Not Used**

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**82. Residential Withholding Tax**

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- 82.1 The Special Conditions are further amended as follows:
- (a) clause 53.2 is amended by replacing the words "7 days after the Date of this Contract" with the words "21 days before the Date for Completion";
  - (b) clause 53.4 is amended by replacing the figure "53.9" with the figure "53.12";
  - (c) clause 53.6.1 is amended by replacing the figure "21" with the figure "14";
  - (d) clause 53.8 is amended by replacing the word "retain" with the words "give to the Seller or the Seller Solicitor or the settlement agent of the Seller Solicitor (as the Seller may direct)";
  - (e) clause 53.9 is amended by replacing the word "Buyer" with the word "Seller";
  - (f) Clause 53.9.2 is amended by replacing the word "Seller" with the word "Buyer";
  - (g) a new clause 53.10 is inserted as follows: "The Seller indemnifies the Buyer against any penalty imposed on the Buyer by the ATO as a result of any failure by the Seller to comply with its obligations under clause 53.9.1.";
  - (h) a new clause 53.11 is inserted as follows:  
"Despite clause 53.5, and without limiting clause 53.6, the Seller may provide the Buyer with updated RW Amount Information at any time and any number of times prior to Completion and, if the Seller does so:

53.11.1	the Buyer must within 3 days of receipt of the updated RW Amount Information provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO; and
53.11.2	the Seller repeats the warranty given to the Buyer under clause 53.5 but in relation to the updated RW Amount Information, and this warranty supersedes the warranty given to the Buyer under clause 53.5."; and

- (i) a new clause 53.12 is inserted as follows: "Without limiting Special Condition 83, the Seller and the Buyer must each do all things reasonably necessary and must each provide all reasonable assistance to each other to comply with applicable ATO requirements in relation to the Withholding Law".

### **83. Assistance**

- 83.1 The Buyer must perform all acts, or do all things, required under this Contract in a timely manner.
- 83.2 The Buyer must provide all reasonable assistance to the Seller to assist the Seller in complying with its obligations under this Contract.

### **84. Notices**

- 84.1 If a notice is served in accordance with clause 26.2.1, the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00pm on a Business Day, on the next Business Day.
- 84.2 If a notice is served in accordance with clause 26.2.2, the notice is taken to have been received on the day 2 Business Days after the day it was posted.
- 84.3 In addition to the means stipulated in clause 26.2, the Seller may serve a notice by electronic mail ('e-mail') to the Buyer's Solicitor's e-mail address (whether to the Buyer's Solicitor's firm generally or specifically to the practitioner specified on the front of this Contract) as notified by the Buyer's Solicitor from time to time. A notice is taken to have been received on the date and time shown in the delivery receipt produced by the electronic mail system used to send to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

### **85 Proposed Use**

- 85.1 The Seller intends (and the Buyer acknowledges and agrees) that each Unit will be used for residential purposes.

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**86 Directors Guarantee**

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- 86.1 Where the Buyer is a corporation:
- (a) each Director of that corporation shall guarantee that corporation's performance of its obligations under this Contract;
  - (b) The Buyer must provide the Director's Guarantee on exchange; and
  - (c) The Director's Guarantee is to be in the form attached to this Contract.

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**87 Easements and Covenants**

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- 87.1 The Seller is entitled to create or register any easement, right of way or covenant if required by any Authority or as it otherwise considered reasonably necessary, in the sole discretion of the Seller.
- 87.2 The Buyer agrees and acknowledges that any easement, right of way or covenant referred to in Special Condition 87.1 is not currently registered on the certificate of title, but that the statement in Special Condition 87.1 complies with the requirements of s 9(1)(e) of the Sale of Residential Property Act.
- 87.3 The Buyer cannot raise issue in relation to any matter referred to in this Special Condition 87.

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**88 Deposit by Instalments**

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- 88.1 The Buyer must pay to the Seller the Deposit. The Seller agrees to accept the Deposit in the following instalments:
- (a) the first instalment of 5% of the Price by cash, bank cheque or EFT consisting of cleared funds on or before the Date of this Contract; and
  - (b) the second instalment being the balance of 10% of the Price by cash or bank cheque or a Bank Guarantee or Bond for the full 10% Deposit on or before 30 days from the Date of this Contract.
- 88.2 If the Buyer is in default in payment of the third instalment referred to in Special Condition 88.1(b) on time, then:
- (a) the Seller may serve upon the Buyer a Default Notice requiring the Buyer to remedy that default within 14 days after service of the Default Notice (excluding the date of service);
  - (b) printed term 18.6 does not apply to the Default Notice referred to in Special Condition 88.2(a) (and only that Default Notice);
  - (c) for the purposes of clarity, printed term 18.8 applies to the Default Notice referred to in Special Condition 88.2(a); and
  - (d) printed term 18.11 is amended by adding the words 'and Special Condition 88.2(a)' after the words 'in cl. 18.6.2'.
- 88.3 The Deposit becomes the Seller's property on the earlier of Completion or termination of this Contract by the Seller for Buyer default of an essential term of this Contract.
- 88.4 If:
- (a) the first instalment referred to in Special Condition 88.1(a) is not paid on time; or
  - (b) the second instalment referred to in Special Condition 88.1(b) is not paid on time; or
  - (c) either instalments referred to in Special Condition 88 are paid by cheque and the cheque is not honoured on first presentation; then

- 88.5 the Buyer is in default of an essential term of this Contract and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under printed term 18) and printed term 19 applies.
- 88.6 The obligations imposed on the Buyer under this Special Condition 88 bind the Buyer notwithstanding any indulgence, waiver or extension of time given by the Seller to the Buyer.

## **90 Rescission Rights**

- 90.1 The Seller agrees and acknowledges that any rescission rights available to the Seller and are to be read as subject to the Sale of Residential Property Act. Where any provision of this Contract is affected by the Sale of Residential Property Act, the relevant provision will be read down in order to give effect to its remaining terms.

## **91 Buyer Variations, Optional Extras or Additional Work**

- 91.0 If before Completion, any variation, optional extra or additional work is required by the Buyer and the Seller is willing to carry out the variations, optional extras or additional work, the Buyer and Seller shall evidence the variation, optional extra or additional work in writing.
- 91.1 The costs thereof shall be paid by the Buyer as follows:
- (a) 60% of the variation cost upfront; and
  - (b) the balance of the variation cost on Completion in addition to the Price, or on the Buyer entering occupation of the Property, whichever occurs first.
- 91.2 Payment of costs in accordance with this Special Condition is an essential term of this Contract.
- 91.3 If this Contract is rescinded or terminated on any ground, the cost of the variation or additional work shall be paid by the Buyer to the Seller, and the Stakeholder is authorised to deduct the cost of a variation or additional work from any Deposit held by it and pay that amount to the Seller.
- 91.4 The Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract as a result of anything contained in this Special Condition 91.

### **Director's Guarantee**

I, (name of Director) ..... of (address).....

..... agree as follows:

1. I am a Director of the Buyer.
2. In consideration of the Seller entering into this Contract at my request, I agree to guarantee to the Seller:
  - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion; and
  - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me notwithstanding:
  - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
  - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me or the Buyer's Directors; and
  - (c) Completion.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

**Dated:**

**SIGNED SEALED AND DELIVERED** )  
by the Buyer's Director(s) in the )  
presence of )

\_\_\_\_\_  
Signature of Buyer's Director(s)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Buyer's Director(s)

\_\_\_\_\_  
Full Name of Witness

**EXECUTION BY SELLER:**

**SPECIAL CONDITIONS**

Bond Projects No 4 Pty Limited  
ACN 631 903 841 ("Seller")  
Block 12 Section 28 Kingston

**EXECUTED by Bond Projects Group 4 Pty Ltd )**  
**ACN 631 903 841** and in accordance with )  
section 127(1) of the Corporations Act 2001 )  
)  
)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Company Secretary  
(delete as applicable)

\_\_\_\_\_  
Name of Director  
(Please print)

\_\_\_\_\_  
Name of Director / Company Secretary  
(Please print)

**SPECIAL CONDITIONS**

Bond Projects No 4 Pty Limited  
ACN 631 903 841 ("Seller")  
Block 12 Section 28 Kingston

**EXECUTION BY BUYER (COMPANY):**

**EXECUTED** by )  
**ACN** )  
in accordance with Section 127(1) of the )  
Corporations Act by its Director(s) )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**EXECUTION BY BUYER (PERSONAL):**

**SIGNED SEALED AND DELIVERED** )  
by )  
in the presence of: )

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**SIGNED SEALED AND DELIVERED** )  
by )  
in the presence of: )

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

**SIGNED SEALED AND DELIVERED** )  
by )  
in the presence of: )

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness



Product	Title Details
Date/Time	02/08/2024 03:20PM
Customer Reference	7134157
Order ID	20240802001189
Cost	\$34.00

Volume 1406 Folio 47 Edition 6

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Kingston Section 28 Block 12 on Deposited Plan 186

Lease commenced on 16/12/1987, granted on 12/05/1994, terminating on 15/12/2086

Area is 728 square metres or thereabouts

### Proprietor

Bond Projects Group 4 Pty Limited

12 Vandyke Street Crace ACT 2911

### REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 1406 Folio 47**

### Restrictions

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
23/09/2019	2236972	Mortgage to National Australia Bank Limited
01/08/2024	3330854	Application to vary Crown Lease (Refer Instrument)

### *End of interests*

### ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**Territory Planning Authority** - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732107	Development Application	02/08/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/03/2020

### Description:

LEASE VARIATION to delete the limitation on the number of dwellings per building and nominate the maximum number of dwellings as six (6) dwellings.

**Territory Planning Authority** - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.



Product	Title Details
Date/Time	02/08/2024 03:20PM
Customer Reference	7134157
Order ID	20240802001189
Cost	\$34.00

Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201936288	Development Application	30/10/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	10/06/2020

**Description**

AMENDMENT TO APPROVED DA201936288 (S197C). Amendment to the development application for proposal for multi unit development - the amendment includes; internal changes including new secondary point of egress from basement, additional storage, reconfiguration of basement column etc; external changes that includes extension of ground level slab, electrical and mechanical works, changes to street façade and front courtyard, update of fence and planting details, mail box redesign, solar panels at roof level, new sprinkler assembly provision etc; changes to the gross floor area and associated works.



3330854

LAND TITLES  
ACCESS CANBERRA  
Chief Minister, Treasury and Economic Development Directorate

APPLICATION TO VARY A CROWN LEASE

044 - AVCL

Land Titles Act 1925

The Minister or the Delegate of the Territory Planning Authority (the Authority) has agreed to vary the lease as described below, subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this document. (Note – This form cannot be used to vary a Unit within a Registered Units Plan)

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Mills Oakley	Bgulan@millsoakley.com.au	530000272	6196 5238

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
1406 : 47	Kingston	28	12

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) <small>(ACN required for all companies)</small>	FULL POSTAL ADDRESS
Bond Projects Group 4 Pty Limited (631 903 841)	8/11 McKay Gardens Turner ACT 2612

LEGISLATIVE PROVISION TO VARY CROWN LEASE

I, **Aaron Oshyer**, being a delegate of the Territory Planning Authority, APPLY to you to register the variation which has been made to the Crown lease of the land described. An approval of the Variation of Lease is submitted herewith in accordance with Section 72A of the Land Titles Act 1925.

DETAILS OF VARIATION

AUSTRALIAN CAPITAL TERRITORY  
PLANNING ACT 2023  
VARIATION OF A CROWN LEASE

Under the Planning Act 2023 I, **Aaron Oshyer**, approve the variation of the Crown lease specified hereunder:

**FORMER PROVISION**

2 (d) That the building erected on the land shall be used only as:

- I. a single unit private dwelling; and
- II. where permitted by the Territory Plan a second single unit private dwelling;

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation;

**AMENDED PROVISION**

2 (d) That the building erected on the land shall be used only as:

- I. a single unit private dwelling; and
- II. multi-unit housing of not more than six (6) dwellings

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation;

**INSERTED PROVISIONS**

At the end of clause 3(e) insert a semi-colon (";") and add the following sub clauses:

- (f) That in this lease the expression "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (g) That in this lease the expression "dwelling" has the same meaning as in the Planning (General) Regulation 2023;
- (h) That in this lease the expression "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing; and
- (i) That in this lease the expression "single dwelling housing" means the use of land for residential purposes for a single dwelling only.

**CERTIFICATION** \*Delete the inapplicable

- \*The Certifier has taken reasonable steps to verify the identity of the lessee
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



<Name of certifying party>  
<Capacity of certifying party>

BEN GULAN  
Legal Practitioner

for: <Company name>

MILLS OAKLEY LAWYERS

on behalf of the Lessee

**EXECUTION BY TERRITORY PLANNING AUTHORITY**

**CERTIFICATION**

- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



Aaron Oshyer

Delegate of Authority

Position Number: 53768

Witnessed By (signature):



Full name of Witness:

Carson Meents

for: Territory Planning Authority

**OFFICE USE ONLY**

Lodged by	LMT	Registered by	LMT - 01/08/2024
Data entered by		Registration date	

Consent



**CONSENT TO REGISTER**

**Form 042 - C**

*Land Titles Act 1925*

**NOTE** – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
1406:47	Kingston	28	12	

**FULL NAME OF CONSENTING PARTY** (Surname Last) (ACN required for all companies)

**National Australia Bank Limited ABN 12 004 044 937**

**CONSENT TO REGISTER** (Please specify the purpose of this consent and all parties related to the instrument to be registered)

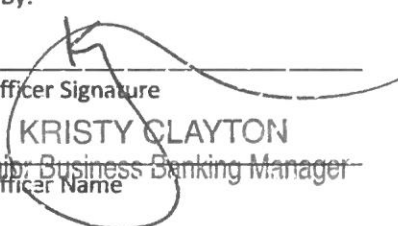
**Application to Vary a Crown Lease with Bond Projects Group 4 Pty Limited ACN 631 903 841 as registered proprietor**

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

\*The Certifier has retained the evidence to support this Registry Instrument or Document.  
\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



Bank Officer Signature

**KRISTY CLAYTON**

Senior Business Banking Manager

Bank Officer Name

Bank Officer      Employee

For: National Australia Bank Limited ABN 12 004 044 937

on behalf of the Mortgagee

**ORIGINAL**

Entered in Register Book Vol. 1406 Folio 47

*K. Shannon*  
K. SHANNON  
DEPUTY REGISTRAR-GENERAL



AUSTRALIAN CAPITAL TERRITORY

- 6 SEP 1994

**LAND (PLANNING AND ENVIRONMENT) ACT 1991**

Australian Capital Territory (Planning and  
Land Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the **twelfth** day of May One thousand nine hundred and ninety four WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to the COMMISSIONER FOR HOUSING FOR THE AUSTRALIAN CAPITAL TERRITORY (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **728 square metres** or thereabouts and being **Block 12 Section 28 Division of KINGSTON** as delineated on **Deposited Plan Number 186** in the Registrar-General's Office at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the sixteenth day of December One thousand nine hundred and eighty seven (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (c) of clause 2 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant amenities and appurtenances thereof and therein contained or if the context so permits any part thereof;
- (c) "Lessee" shall -
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (d) "premises" means the land and any building erections and or improvements in on or above the land;
- (e) "Territory" means -
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

## 2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- (b) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations in any building erected on the land;
- (c) To use the land for residential purposes only;
- (d) That the building erected on the land shall be used only as :
  - (i) a single unit private dwelling; and
  - (ii) where permitted by the Territory Plan a second single unit private dwelling;

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation;

- (e) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- (f) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;
- (g) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (h) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

## 3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

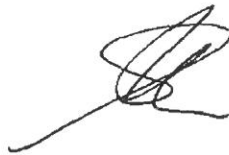
- (a) That if -
  - (i) the land is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (ii) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

the Territory may terminate this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Territory during or after any period referred to in paragraph (i) or (ii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;
- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -
  - (i) the Australian Capital Territory Executive;
  - (ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
  - (iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
  - (iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED )  
 by SHEILA MASON )  
 a person duly authorised by the )  
 Australian Capital Territory Executive )  
 for and on behalf of the Commonwealth )  
 in the presence of: )




The Official Seal of the )  
 Commissioner for Housing )  
 for the Australian Capital )  
 Territory was hereunto )  
 affixed in the presence of )

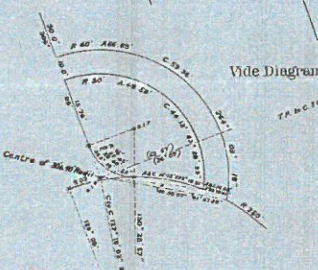
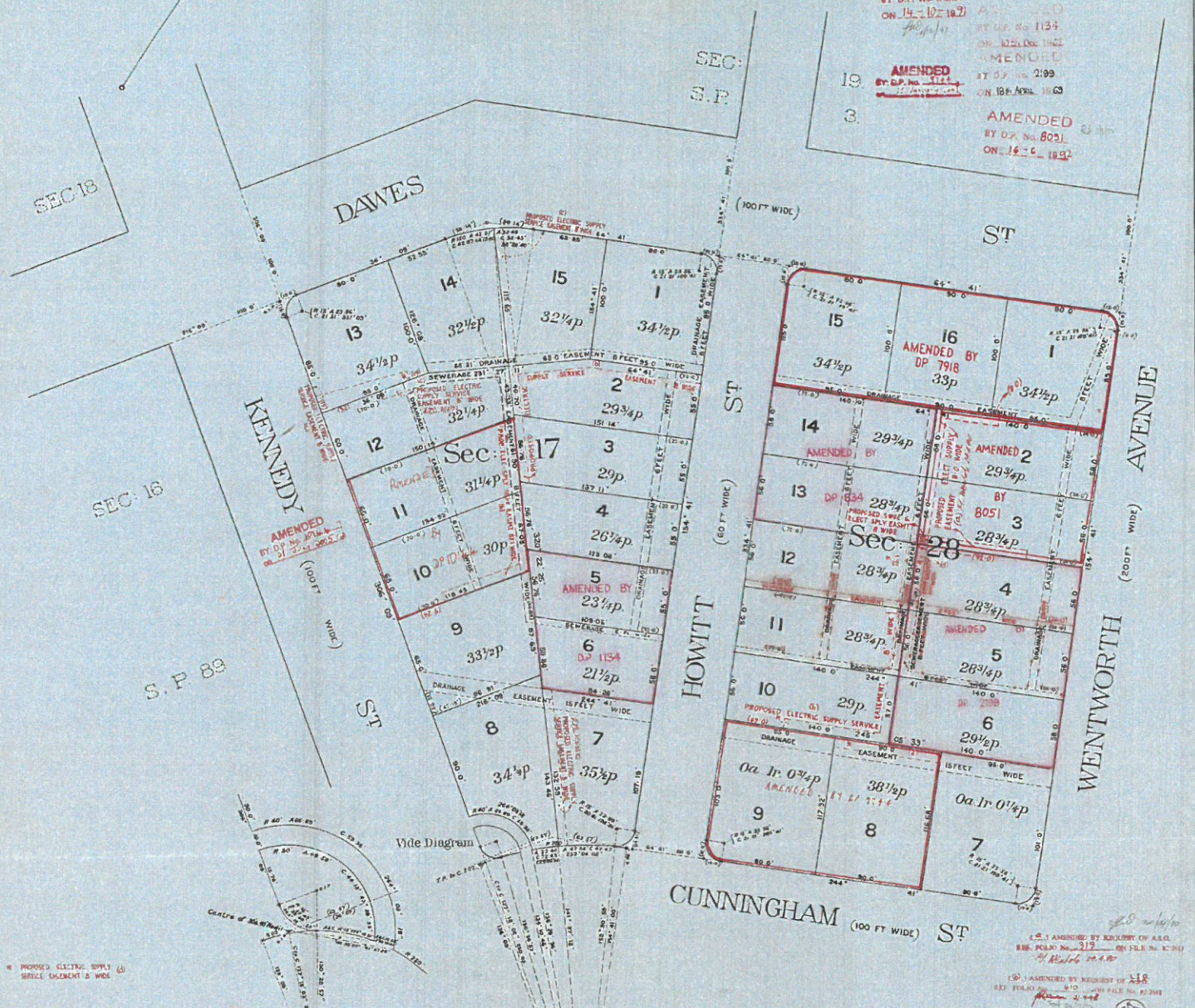
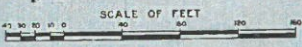



DELEGATE OF THE  
 COMMISSIONER FOR HOUSING

PLAN OF  
SUBDIVISION OF  
Sections 17 and 28  
KINGSTON  
CANNBERRA CITY DISTRICT  
**FEDERAL CAPITAL**  
Territory for the Seat of Government

**DEPOSITED PLAN N<sup>o</sup> S.P.186.**

Deposited in the Office of the  
Registrar of Titles at Canberra in the  
Australian Capital Territory  
this \_\_\_\_\_ day of \_\_\_\_\_ 1936  
at \_\_\_\_\_ past \_\_\_\_\_ o'clock in  
the \_\_\_\_\_ noon  
AMENDED  
BY D.P. No. 834  
ON 14-10-1937  
BY D.P. No. 1134  
ON 12th Dec 1932  
AMENDED  
BY D.P. No. 2199  
ON 18th April 1933  
AMENDED  
BY D.P. No. 8021  
ON 16-6-1932



PROPOSED ELECTRIC SUPPLY  
BREWERY EASEMENT 8' WIDE  
AMENDED BY D.P. No. 1134  
ON 12th Dec 1932  
AMENDED BY D.P. No. 2199  
ON 18th April 1933  
AMENDED BY D.P. No. 8021  
ON 16-6-1932

DIAGRAM  
Not to Scale

Note: G.I.P? shewn thus \*

I certify that this plan is the plan prepared to conform  
with subsection 3 of section 10 of the Statutory Declarations  
Act, 1927.  
*J. Kaye*  
Commissioner of Statutory Declarations  
I, William Eric Davidson, of Canberra, in the Territory for the Seat of Government, of the Commonwealth  
of Australia, a Surveyor, lawfully licensed by the Commonwealth under the provisions of the Real  
Property Act, 1925, do hereby solemnly and sincerely declare: (a) that all boundaries and measurements  
shown on this plan are correct; (b) that all survey marks found and relevant physical objects on or adjacent  
to the boundaries are correctly represented; (c) that all physical objects indicated exist in the positions  
shown; (d) that the whole of the material facts in relation to the land are correctly represented; (e)  
that the survey has been made by me and completed on the 25th day of November 1935 and I make  
this solemn declaration by virtue of the Statutory Declarations Act, 1927, conscientiously believing  
the statements contained herein to be in every particular true.  
*W. E. Davidson*  
Licensed Surveyor.

Declared at Canberra the 30th day of Dec 1936  
before me...

Commissioner of Statutory Declarations under the  
Statutory Declarations Act 1927.



CUSTOMER SERVICE CENTRE  
 DAME PATTIE MENZIES HOUSE  
 16 CHALLIS STREET  
 DICKSON ACT 2602  
 PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

**LAND:** Please provide details of the land you are enquiring about.

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>12</b>	<b>Section</b>	<b>28</b>	<b>Suburb</b>	<b>KINGSTON</b>
-------------	----------	--------------	-----------	----------------	-----------	---------------	-----------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- |   | No           | Yes |
|---|--------------|-----|
| 1. Have any notices been issued relating to the Crown Lease?  | ( X )        | ( ) |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?  | ( X )        | ( ) |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House)   | ( )          | ( ) |
| Certificate Number: N/A                      Dated:   |              |     |
| 4. Has an application for Subdivision been received under the Unit Titles Act?  | (see report) |     |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?   | (see report) |     |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) |     |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?   | (see report) |     |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)  | (see report) |     |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?   | (see report) |     |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?  | (see report) |     |

Customer Service Centre  
 Date: 23-APR-24 15:23:00

Applicant's Name : InfoTrack, InfoTrack  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 7134157 - 135369819

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://www.canberraconnect.act.gov.au)**  
**For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

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23-APR-2024 15:23

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 5

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**INFORMATION ABOUT THE PROPERTY**

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**KINGSTON Section 28/Block 12**

**Area(m2):** 728.3

**Unimproved Value:** \$1,553,000

**Year:** 2023

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



Dame Pattie Menzies Building  
 16 Challis Street  
 Dickson, ACT 2602

23-APR-2024 15:23

**PLANNING AND LEASE MANAGER (PaLM)  
 LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 5

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201936288      **Lodged** 30-OCT-19      **Type** See Subclass

**— Application Details —**

**Description**

AMENDMENT TO APPROVED DA201936288 (S197C). Amendment to the development application for proposal for multi unit development - the amendment includes; internal changes including new secondary point of egress from basement, additional storage, reconfiguration of basement column etc; external changes that includes extension of ground level slab, electrical and mechanical works, changes to street façade and front courtyard, update of fence and planting details, mail box redesign, solar panels at roof level, new sprinkler assembly provision etc; changes to the gross floor area and associated works.

**— Site Details —**

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	28	12-12	

**— Involved Parties —**

Role	Name
Lessee	Bond Projects Group 4 Pty Limi
Lessee	Damar Tower Pty Ltd
Lessee	Bond Projects Group Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Whittington, Luke
Representor	Blair, Murray
Representor	Battison, Bronwyn
Representor	Gallagher, Vern
Representor	Chandler, Andrew
Representor	Fabian Harding
Representor	Daniel, Pamela
Representor	More, A
Representor	Chandler, Andrew
Representor	Moore, A L

**— Activities —**

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building  
 16 Challis Street  
 Dickson, ACT 2602

23-APR-2024 15:23

**PLANNING AND LEASE MANAGER (PaLM)  
 LEASE CONVEYANCING ENQUIRY REPORT**

Page 3 of 5

**Application** DA201732107      **Lodged** 02-AUG-19      **Type** See Subclass

**– Application Details** \_\_\_\_\_

**Description**

LEASE VARIATION to delete the limitation on the number of dwellings per building and nominate the maximum number of dwellings as six (6) dwellings.

**– Site Details** \_\_\_\_\_

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	28	12-12	

**– Involved Parties** \_\_\_\_\_

Role	Name
Lessee	Damar Tower Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Mcphie, June
Representor	Units Plan 2777
Representor	Painter, Rob
Representor	Blair, Murray
Representor	Battisson, Bronwyn
Representor	Daniel, Pamela
Representor	Chandler, Andrew
Representor	Moore, A. L.
Representor	Harding, Fabian
Representor	Kbrg

**– Activities** \_\_\_\_\_

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA200600923      **Lodged** 09-MAR-06      **Type** Single Dwelling

**– Application Details** \_\_\_\_\_

**Description**

SINGLE RESIDENTIAL-ADDITION GARAGE - Addition of freestanding double garage at rear of residence.

**– Site Details** \_\_\_\_\_

District	Division	Section	Block(s)	Unit
Canberra Central	Kingston	28	12-12	

**– Involved Parties** \_\_\_\_\_

Role	Name
Applicant	Spencer Redfern

**– Activities** \_\_\_\_\_

Activity Name	Status
Ba Single House	Approved



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

23-APR-2024 15:23

**PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT**

Page 4 of 5

**DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)**

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at

[http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
88	3	202139411	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - Alterations and additions to the existing commercial building, conversion of car parking facility on Level 3 to commercial office space, lease variation to increase maximum permissible gross floor area to 29,680 square metres and associated works.	ANIApproval Conditional	25-OCT-22
17	3	202342057	LEASE VARIATION - subdivision of the crown lease into two crown leases resulting in one crown lease over each existing block.	Approval Conditional	31-OCT-23
17	2	202342057	LEASE VARIATION - subdivision of the crown lease into two crown leases resulting in one crown lease over each existing block.	Approval Conditional	31-OCT-23
1	3	202341592	LEASE VARIATION - To vary the lease by increasing the gross floor area permitted to be used for educational establishment by 20 square metres to 470 square metres.	CrownApproval Conditional	04-JUL-23
224	2	202240824	PROPOSAL FOR NEW PERGOLA - construction of a new pergola to be extended over existing terrace and associated works.	Approval Conditional	24-NOV-22

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

**CONTAMINATED LAND SEARCH**

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

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23-APR-2024 15:23

PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

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### ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

### CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canbe

### TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register) or for further information please call Access Canberra on 132281

----- END OF REPORT -----

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TWENTY-FIVE  
HOWITT STREET  
KINGSTON 2604

**BOND**



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THE INCLUSIONS

## CONSTRUCTION

90-day maintenance period

All risk, public liability, construction insurance

Service connection of electricity, water, gas and transact/NBN (excludes any connection fees)

Builders clean on completion

Slab and footings to engineer's specifications

Termite treatment

Common walls with STC acoustic rating separation between townhouses as per BCA/NCC

## EXTERNAL

<b>Face brick</b>	As per construction drawings. Austral Wilderness Range
<b>Exterior of building (where applicable)</b>	Dark 'monument' cladding and light 'surfmist' cladding, where applicable. As per construction drawings and exterior finishes schedule
<b>Roof</b>	Colorbond Monument metal
<b>Fascia and gutter</b>	Colorbond Monument metal
<b>Clothesline</b>	Fold out to all residences
<b>Front door</b>	920mm wide Savoy, Hume Stained Natural timber door with Gainsborough Tri-Lock
<b>Windows and sliding doors</b>	Aluminium, Monument in colour, with fly screens and locks as per EER (excluding front doors)
<b>Concreting</b>	As per plan
<b>Landscaping</b>	As per plan
<b>Tap</b>	U1 & U6 2 x external taps; U2-U5 1 x external tap

## INTERNAL

<b>Ceiling height</b>	Generally, 2650mm ground floor and 2500mm at Level 1 and 2400mm on level 2 (per approved plans)
<b>Internal doors</b>	Generally, flush panel 2400mm hinged doors on ground and 2100mm on Level 1 and 2
<b>Robe doors</b>	White glass sliding doors
<b>Door handles</b>	Gainsborough Adel in chrome range
<b>Skirting and architraves</b>	67mm bevelled MDF
<b>Cornicing</b>	Square set throughout
<b>Walls</b>	Plasterboard (moisture resistant to wet areas)
<b>Paint work</b>	As per selected interior finishes scheme
<b>Bathroom/Laundry floors/Wet areas</b>	Tiling (per as colour selection)
<b>Bedroom floors</b>	Godfrey Hurst Cut Pile Twist Carpet (as per colour selection)
<b>Living/Dining/Kitchen floors</b>	Aust Select Timbers – Coronet European Oak Series (engineered timber)
<b>Upper Living (where applicable)</b>	Godfrey Hurst Cut Pile Twist Carpet (as per colour selection)

## HEATING, COOLING AND HOT WATER

<b>Ducted reverse cycle heating and cooling</b>	Ceiling vents to living, kitchen, dining, and bedrooms (with switch zoning to ground & levels 1&2)
<b>Hot water system</b>	Instantaneous Stiebel Electric Hot Water

## MASTER BEDROOM

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Floor</b>	Godfrey Hurst Cut Pile Twist Carpet (as per colour selection)
<b>Power</b>	3 x Double GPO
<b>TV</b>	Free to Air and Pay TV outlet
<b>Data</b>	Data Point
<b>Wardrobe</b>	White glass sliding doors

## BEDROOMS TWO, THREE & FOUR (IF APPLICABLE)

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Floor</b>	Godfrey Hurst Cut Pile Twist Carpet (as per colour selection)
<b>Power</b>	2 x Double GPO
<b>Wardrobe</b>	White glass sliding doors

## KITCHEN

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Power</b>	2 x Double GPO
<b>Oven</b>	SMEG 60cm Classic Thermoseal Pyroletic Oven (SFA6500TVX)
<b>Cooktop</b>	SMEG 60cm Induction Cooktop (PIP364D1)
<b>Rangehood</b>	SMEG 60cm Concealed Undermount Rangehood (PUM601X)
<b>Cabinets</b>	Fully lined Polytec doors with 1mm edge and overhead cupboards
<b>Bench tops</b>	20mm stone benchtop (as per colour selection)
<b>Kitchen splashback</b>	20mm stone benchtop (as per colour selection)
<b>Dishwasher</b>	SMEG 60cm Semi Integrated Dishwasher (DWA16214X2)
<b>Microwave</b>	SMEG 60cm Built-in Microwave Oven (FMIA320X2)

## KITCHEN

<b>Sink</b>	Clark 870mm Double Bowl mounted Sink
<b>Tapware</b>	Clark Liano Pullout sink mixer
<b>Bin</b>	Pullout rubbish/recycling bin

## STORAGE/LINEN

<b>All robes</b>	White glass sliding doors
<b>Doors (where applicable)</b>	White Glass sliding doors or hinged door (where applicable)

## BATHROOM/ENSUITE

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Power</b>	1 x Double GPO
<b>Vanity &amp; Basin</b>	Marquis Marq Wall Hung Timber Grain Vanity with Porcelain or ceramic tops
<b>Bath (where shown on plan)</b>	Clark Back to Wall freestanding bath
<b>Semi-frameless shower screen</b>	Toughened Semi-Frameless Glass Shower Screen (Chrome)
<b>Mirror</b>	Marquis shaving cabinet with matching timber grain trim
<b>Toilet suite</b>	Caroma Urbane in wall toilet suite with chrome flush plate
<b>Tapware</b>	Caroma Urbane Basin Mixer Chrome Finish
<b>Shower</b>	Caroma Urbane II Rail Shower with 300mm overhead and mixer
<b>Shower Shampoo Cut out</b>	Custom shower niche 400mm high x varying widths
<b>Accessories</b>	Caroma Urbane II – toilet roll holder, hand towel holder and towel rail
<b>Wall tiling</b>	600mmx600mm full height wall tile (as per colour finishes schedule)
<b>Feature wall tiling</b>	20mmx148mm full height wall tile (as per colour finishes schedule)
<b>Floor tiling</b>	600mmx600mm floor tiles (as per colour finishes schedule)

## POWDER ROOM

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Power</b>	n/a
<b>Basin</b>	Marquis Asti Baby wall hung vanity and wall Basin
<b>Tapware</b>	Caroma Urbane II Basin Mixer Chrome Finish
<b>Accessories</b>	Caroma Urbane II- toilet roll holder, hand towel
<b>Mirror</b>	Reflekta Oval Pencil Edged Mirror 450mmx1000mm
<b>Toilet suite</b>	Caroma Urbane in wall toilet suite with chrome flush plate
<b>Wall tiling</b>	1200mm high skirting tile (as per colour finishes schedule)
<b>Floor tiling</b>	600mmx600mm floor tiles (as per colour finishes schedule)

## LAUNDRY

<b>Lighting</b>	Lighting to NCC requirements and Architects detailed design
<b>Power</b>	n/a
<b>Basin</b>	Marquis Asti Baby wall hung vanity and wall Basin
<b>Tapware</b>	Caroma Urbane II Basin Mixer Chrome Finish
<b>Accessories</b>	Caroma Urbane II- toilet roll holder, hand towel
<b>Mirror</b>	Reflekta Oval Pencil Edged Mirror 450mmx1000mm
<b>Toilet suite</b>	Caroma Urbane in wall toilet suite with chrome flush plate
<b>Wall tiling</b>	1200mm high skirting tile (as per colour finishes schedule)
<b>Floor tiling</b>	600mmx600mm floor tiles (as per colour finishes schedule)

## GARAGE

<b>Door</b>	Colourbond Monument panel lift door with three remotes (paired to common & individual garage door alike)
<b>Floor</b>	Concrete slab floor

## **DISCLAIMER**

Bond Projects Group 2 Pty Ltd and Imagine Building reserves the right to amend any fixtures and fittings on this inclusion list without notice and reserves the right to substitute any specified inclusions with that of equal or higher quality in the event of unavailability. All items on this inclusion list are to be read in conjunction with the approved plans only. Due to construction factors such as plumbing and ducted service requirements, Bond Projects Pty Ltd reserves the right to make minor changes and adjustments to the plans to ensure satisfactory completion of the project with all the specified inclusions.

**THE PLANS OR INCLUSIONS LIST CANNOT BE VARIED OR CHANGED WITHOUT PRIOR WRITTEN APPROVAL AND AGREEMENT BY AND WITH THE BUILDER.** Any changes to the inclusions list or any other colour or material selections for any off the plan contracts must be made within 14 days of the contracts exchanging otherwise the standard inclusions listed in this document will apply. To expedite the construction process, it should be generally assumed that any requests for variation to the plans or the inclusions list will be declined. Please note: Window treatments can be quoted and installed prior to settling on the property. This is at the purchasers own expense.

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TWENTY-FIVE  
HOWITT STREET  
KINGSTON 2604

**BOND**



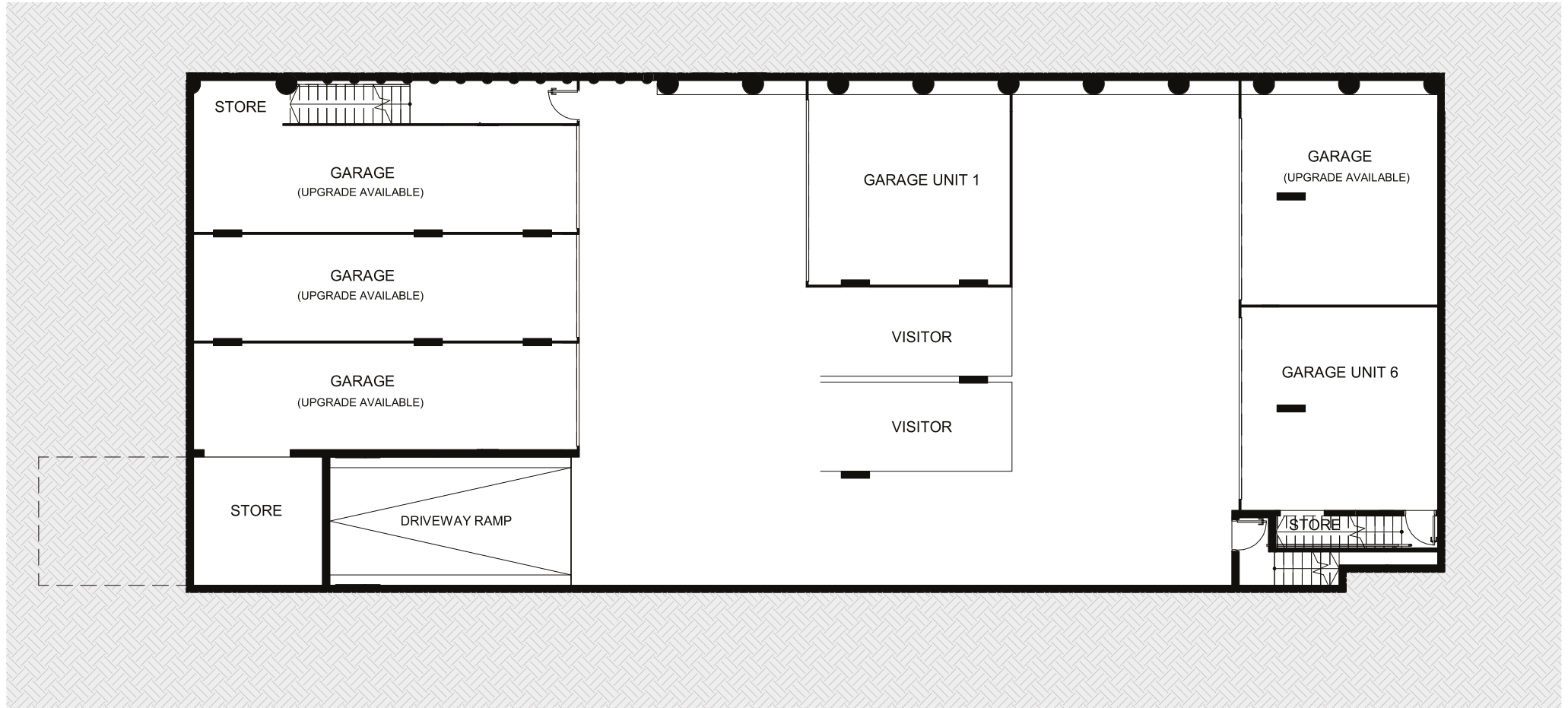
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THE FLOOR PLANS



OVERALL PLANS / 01

# BASEMENT



TWENTY-FIVE  
HOWITT ST  
KINGSTON



AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.

# GROUND FLOOR



XXV

TWENTY-FIVE  
HOWITT ST  
KINGSTON

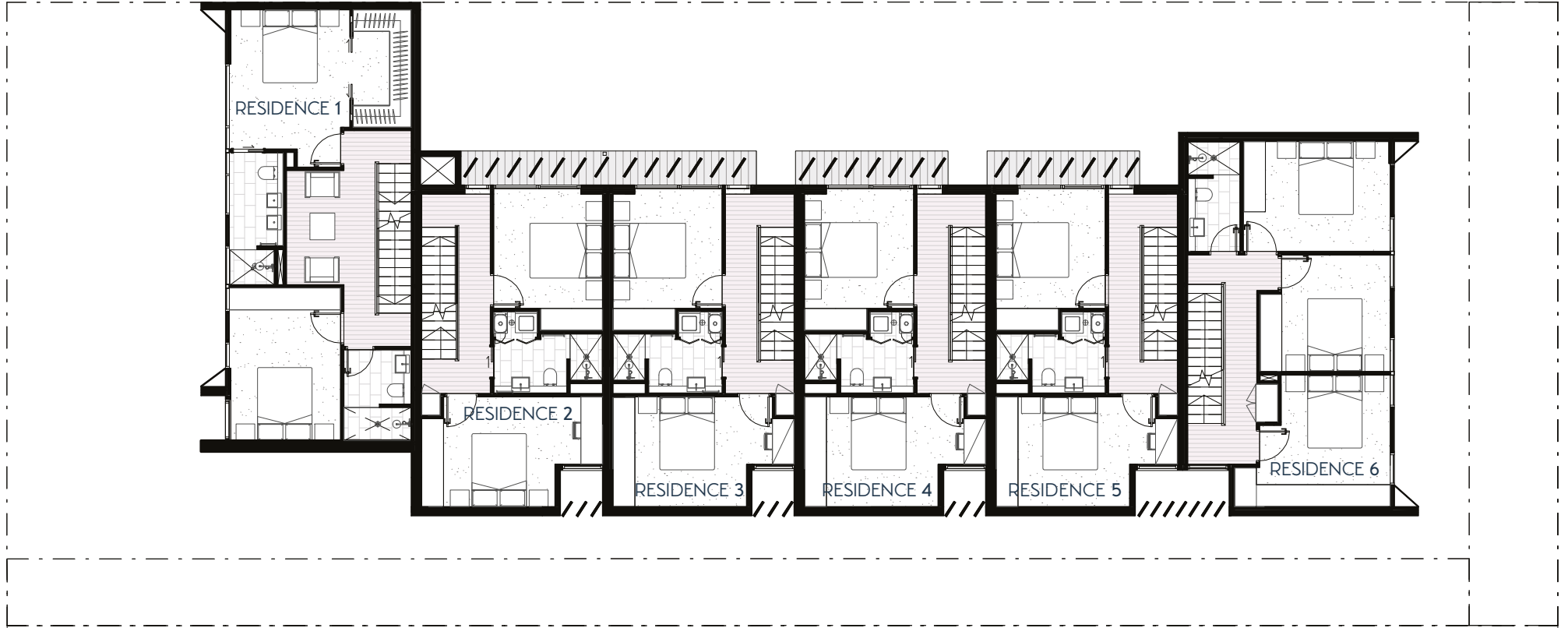
BOND



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# FIRST FLOOR

HOWITT STREET



TWENTY-FIVE  
HOWITT ST  
KINGSTON

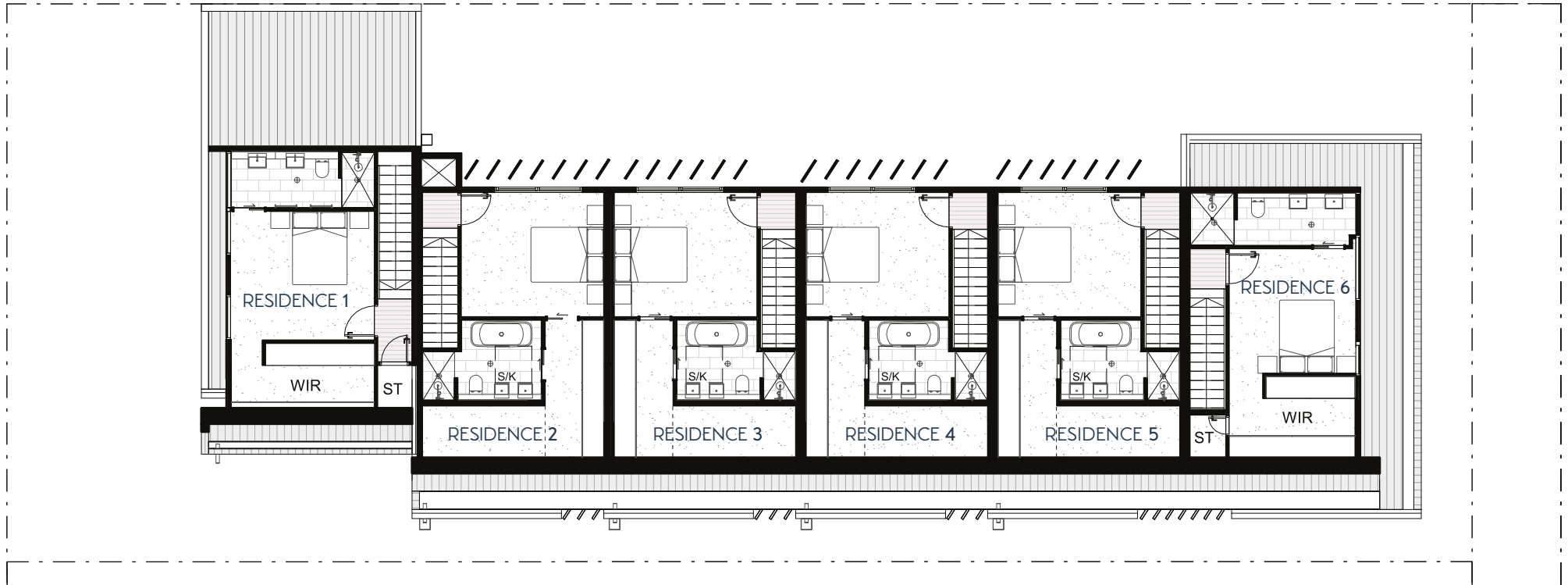
**BOND**



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# SECOND FLOOR

HOWITT STREET



TWENTY-FIVE  
HOWITT ST  
KINGSTON



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INDIVIDUAL PLANS / 02



TWENTY-FIVE  
HOWITT ST  
KINGSTON

**BEDROOMS** 3  
**BATHROOMS** 3.5  
**CAR SPACES** 2  
**TOTAL LIVING** 165.04 m<sup>2</sup>

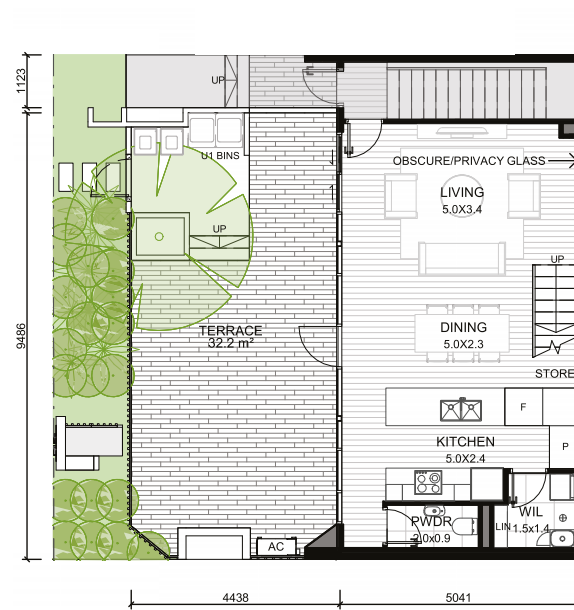
NO. 1

**GROUND** 56.93m<sup>2</sup>  
**FIRST FLOOR** 63.89m<sup>2</sup>  
**SECOND FLOOR** 44.22m<sup>2</sup>

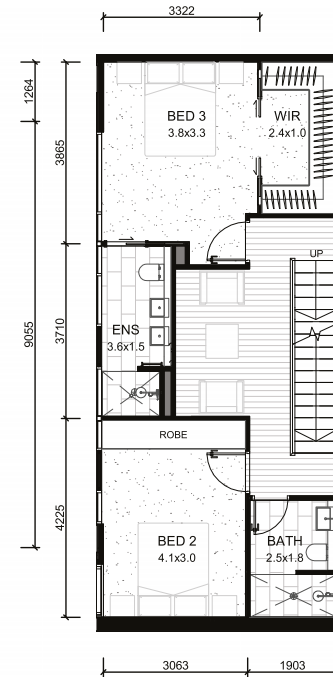
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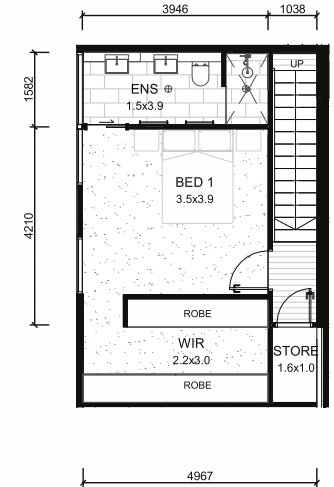
ELEVATION



GROUND FLOOR



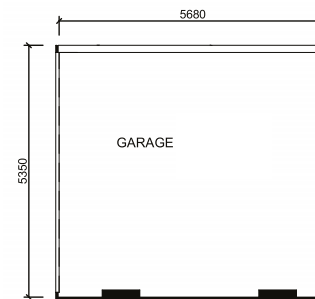
FIRST FLOOR



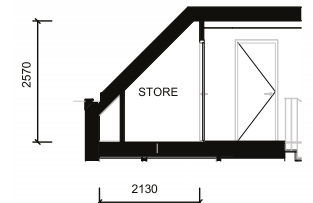
SECOND FLOOR



HOWITT STREET



BASEMENT



LEVEL 2 STORE SECTION, NO.1

AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.



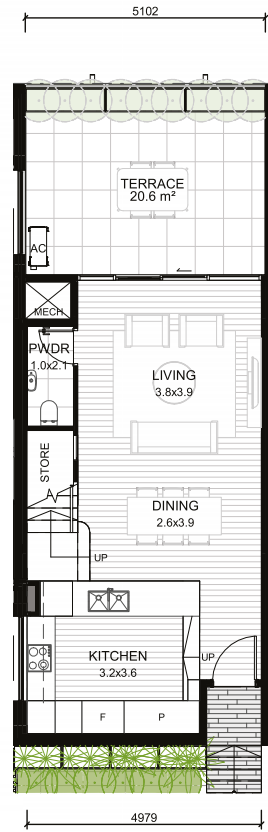
TWENTY-FIVE  
HOWITT ST  
KINGSTON

**BEDROOMS** 3  
**BATHROOMS** 2.5  
**CAR SPACES** 2  
**TOTAL LIVING** 139.56m<sup>2</sup>

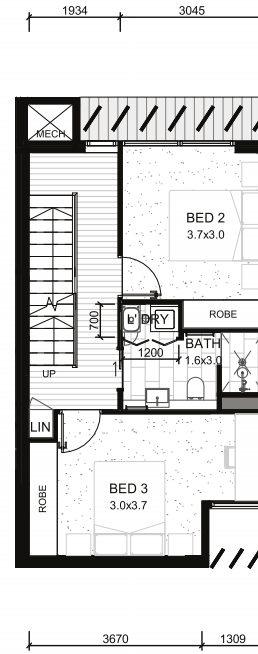
NO. 2

**GROUND** 50.13m<sup>2</sup>  
**FIRST FLOOR** 46.57m<sup>2</sup>  
**SECOND FLOOR** 42.86m<sup>2</sup>

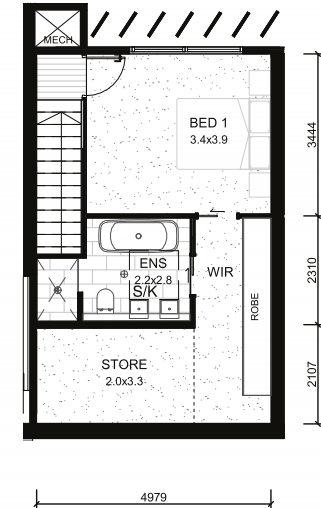
BOND



GROUND FLOOR

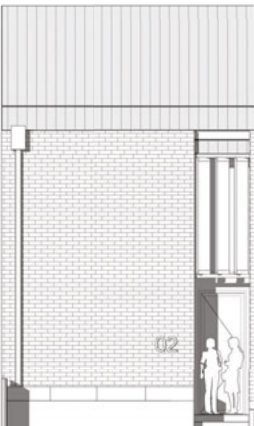


FIRST FLOOR

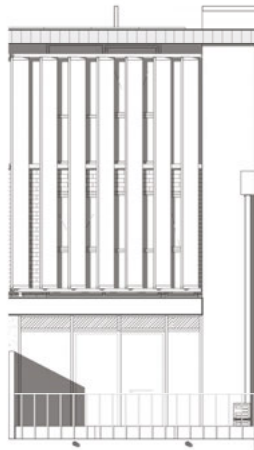


SECOND FLOOR

BASEMENT - 32.1 m<sup>2</sup>

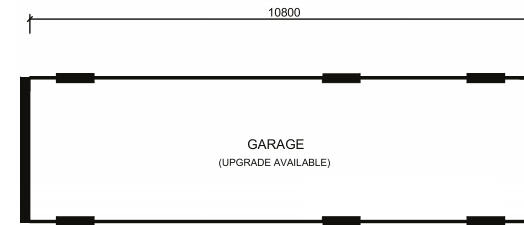
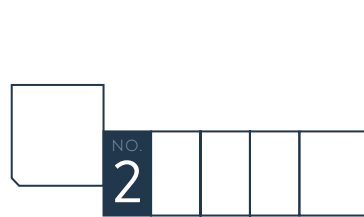


FRONT ELEVATION

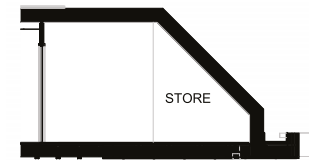


BACK ELEVATION

HOWITT STREET



BASEMENT



LEVEL 2 STORE SECTION, NO. 2

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TWENTY-FIVE  
HOWITT ST  
KINGSTON

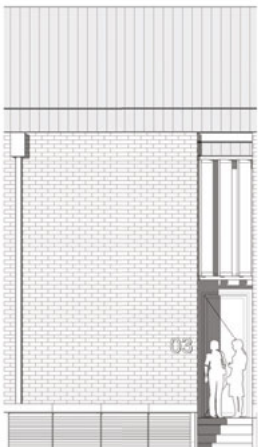
**BEDROOMS** 3  
**BATHROOMS** 2.5  
**CAR SPACES** 2  
**TOTAL LIVING** 138.94m<sup>2</sup>

NO. 3

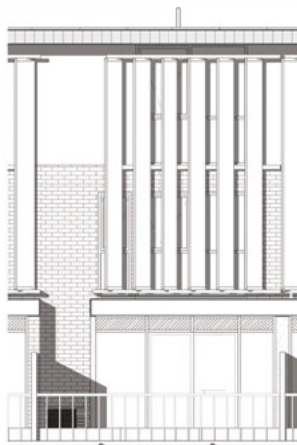
**GROUND** 49.94m<sup>2</sup>  
**FIRST FLOOR** 46.15m<sup>2</sup>  
**SECOND FLOOR** 42.85m<sup>2</sup>

BOND

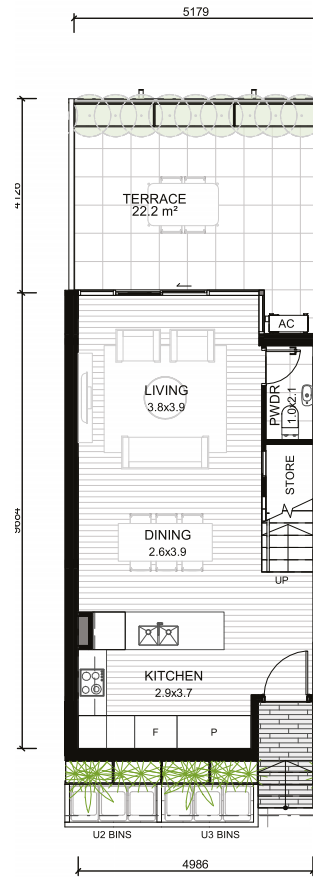
BASEMENT - 48.6 m<sup>2</sup>



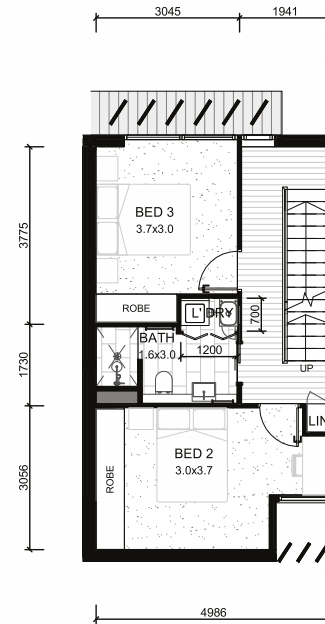
FRONT ELEVATION



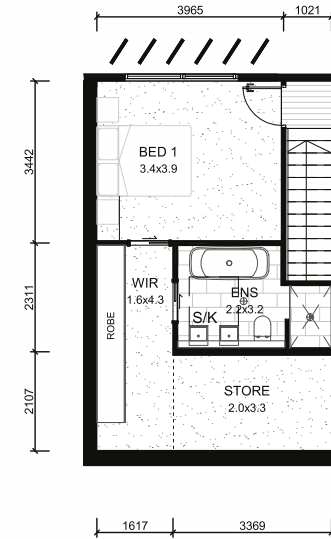
BACK ELEVATION



GROUND FLOOR

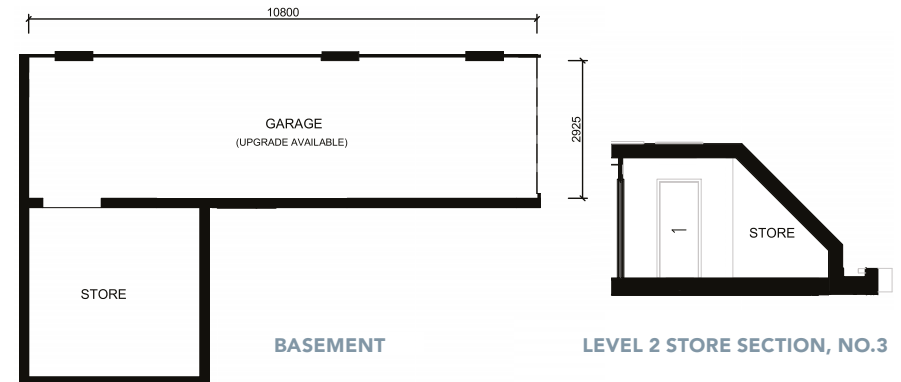
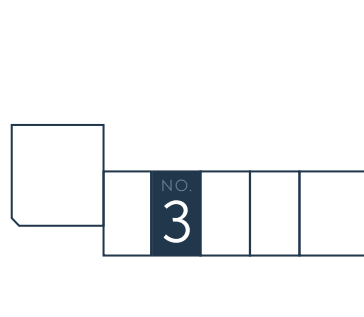


FIRST FLOOR



SECOND FLOOR

HOWITT STREET



BASEMENT

LEVEL 2 STORE SECTION, NO.3

AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.



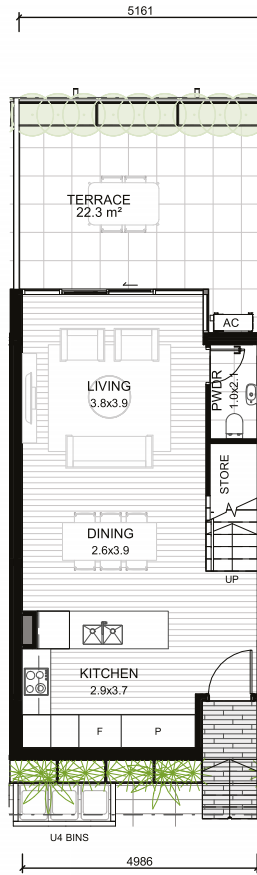
TWENTY-FIVE  
HOWITT ST  
KINGSTON

**BEDROOMS** 3  
**BATHROOMS** 2.5  
**CAR SPACES** 2  
**TOTAL LIVING** 138.92m<sup>2</sup>

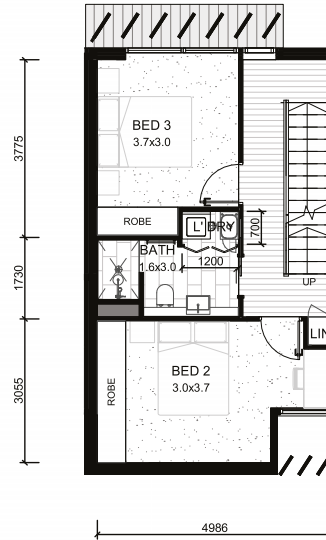
NO. 4

**GROUND** 49.94m<sup>2</sup>  
**FIRST FLOOR** 46.16m<sup>2</sup>  
**SECOND FLOOR** 42.82m<sup>2</sup>

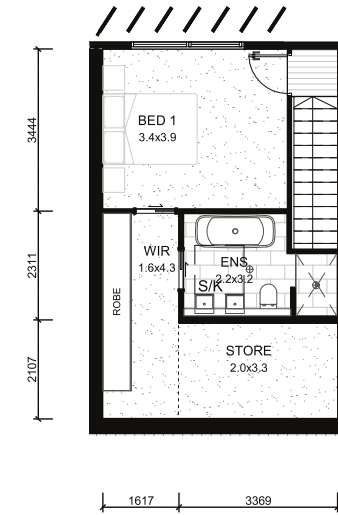
BOND



GROUND FLOOR

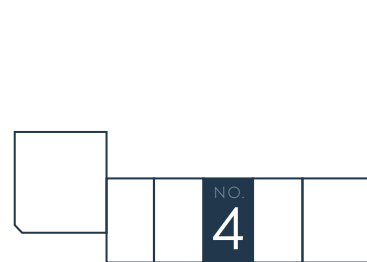


FIRST FLOOR



SECOND FLOOR

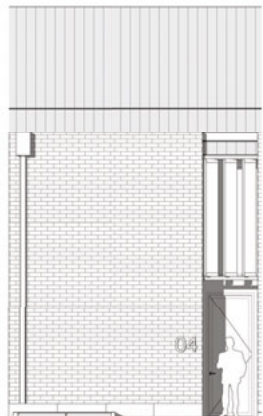
HOWITT STREET



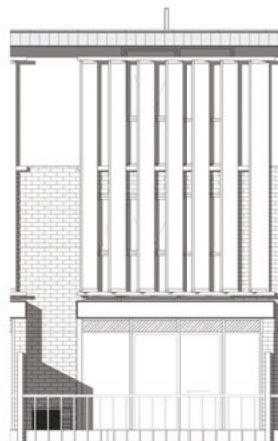
BASEMENT



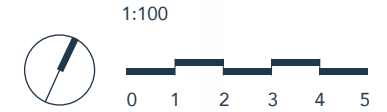
LEVEL 2 STORE SECTION, NO.4



FRONT ELEVATION



BACK ELEVATION



AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.



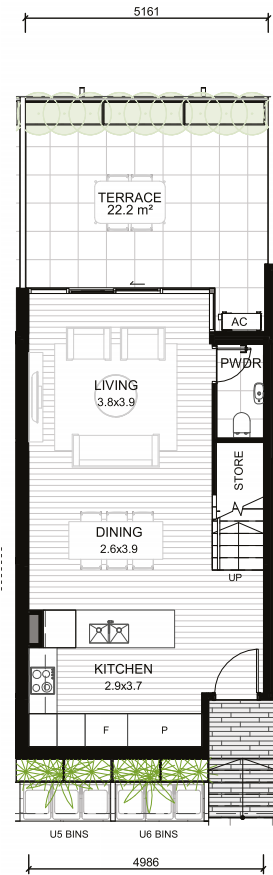
TWENTY-FIVE  
HOWITT ST  
KINGSTON

**BEDROOMS** 3  
**BATHROOMS** 2.5  
**CAR SPACES** 2  
**TOTAL LIVING** 138.92m<sup>2</sup>

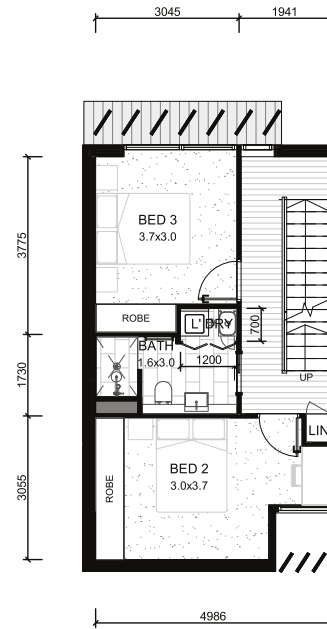
no. 5

**GROUND** 49.94m<sup>2</sup>  
**FIRST FLOOR** 46.15m<sup>2</sup>  
**SECOND FLOOR** 42.82m<sup>2</sup>

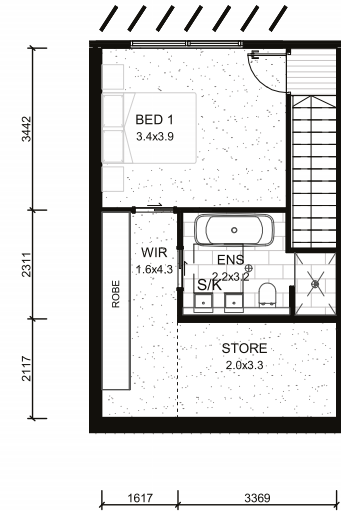
BOND



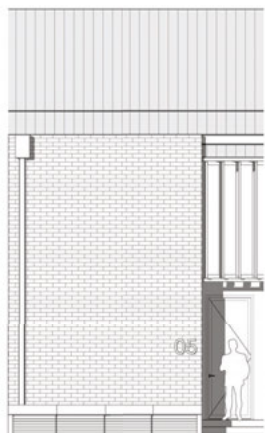
GROUND FLOOR



FIRST FLOOR



SECOND FLOOR

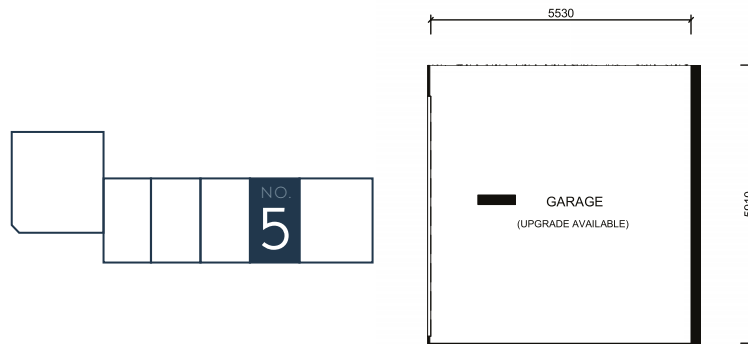


FRONT ELEVATION

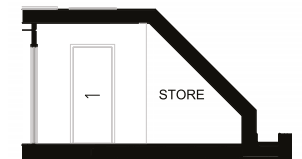


BACK ELEVATION

HOWITT STREET



BASEMENT



LEVEL 2 STORE SECTION, NO.5

AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.



TWENTY-FIVE  
HOWITT ST  
KINGSTON

**BEDROOMS** 4  
**BATHROOMS** 2.5  
**CAR SPACES** 2  
**TOTAL LIVING** 161.67 m<sup>2</sup>

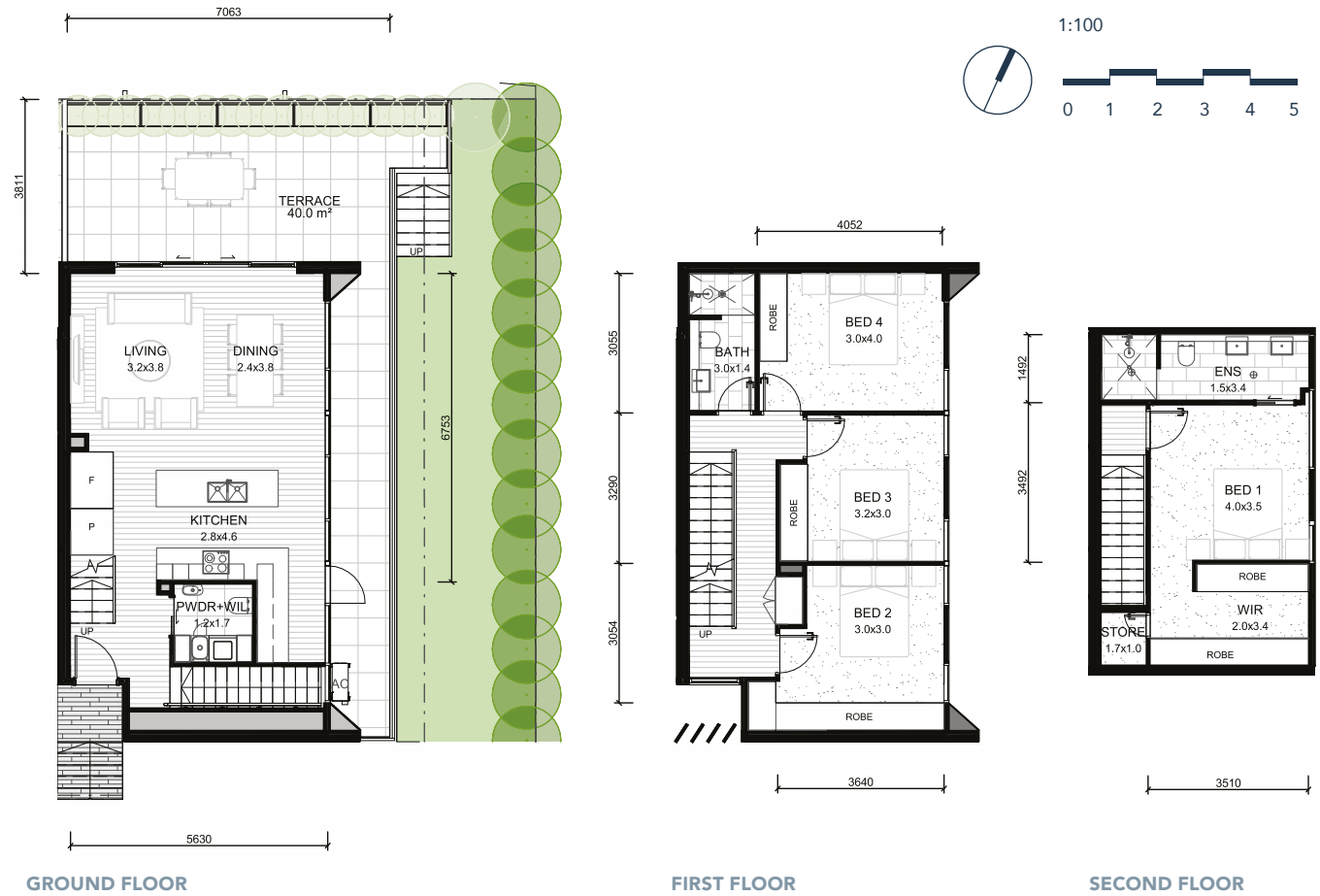
no. 6

**GROUND** 59.64m<sup>2</sup>  
**FIRST FLOOR** 59.49m<sup>2</sup>  
**SECOND FLOOR** 42.54m<sup>2</sup>

BOND



ELEVATION

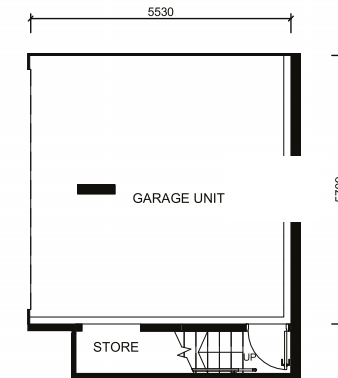


GROUND FLOOR

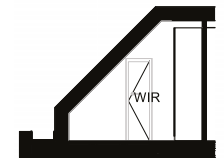
FIRST FLOOR

SECOND FLOOR

HOWITT STREET



BASEMENT



LEVEL 2 STORE SECTION, NO.6

AREA CALCULATION IS FOR GROSS FLOOR AREA AND IS MEASURED TO THE OUTSIDE FACE OF EXTERNAL WALLS & COMMON AREA WALLS AND TO THE CENTRELINE OF PARTY WALLS AND INCLUDES RISER SHAFTS AND VERTICAL SERVICE DUCTS. BALCONY AREA IS MEASURED TO THE INSIDE FACE OF BALUSTRADES. ANY AREAS SHOWN ARE INDICATIVE ONLY AND MAY BE VARIED SUBJECT TO DETAIL DESIGN AND AUTHORITY REQUIREMENTS. REFER TO GENERAL ARRANGEMENT FLOOR PLANS FOR APARTMENT LOCATIONS, INDIVIDUAL INTERNAL, EXTERNAL AND COURTYARD AREAS, BALCONY CONDITIONS, EXTERNAL SCREEN LOCATIONS, AND ENTRY COURTYARD CONDITIONS. DIMENSIONS ARE TAKEN FROM CENTRELINES OF WALLS. DIMENSIONS ARE INDICATIVE ONLY AND SUBJECT TO CHANGE.



Building Thermal Performance Assessors  
 A.B.N: 976 173 879 52  
 13 Wave Street, Elwood Vic 3184  
 Mb: 0466 054 837  
 Email: admin@6starhouse.com.au  
 www.6starhouse.com.au



<b>Address:</b>	25 Howitt Street, Kingston ACT 2602									
<b>Clients Name:</b>	Manteena	<b>Date:</b>	6/06/2023							
<b>Plans by:</b>	KND Architects	<b>Reference:</b>	SXR2190							
<b>Unit 1</b>	<b>5.0</b>	<table border="1"> <tr> <td>Target</td> <td>194</td> <td>47</td> <td>216</td> </tr> <tr> <td>Result</td> <td>169.9</td> <td>44.3</td> <td>214.2</td> </tr> </table>	Target	194	47	216	Result	169.9	44.3	214.2
Target	194	47	216							
Result	169.9	44.3	214.2							
<b>Unit 2</b>	<b>6.9</b>	<table border="1"> <tr> <td>Target</td> <td>144</td> <td>31</td> <td>165</td> </tr> <tr> <td>Result</td> <td>118.9</td> <td>7.1</td> <td>126.0</td> </tr> </table>	Target	144	31	165	Result	118.9	7.1	126.0
Target	144	31	165							
Result	118.9	7.1	126.0							
<b>Unit 3</b>	<b>7.1</b>	<table border="1"> <tr> <td>Target</td> <td>144</td> <td>31</td> <td>165</td> </tr> <tr> <td>Result</td> <td>109.1</td> <td>6.8</td> <td>115.9</td> </tr> </table>	Target	144	31	165	Result	109.1	6.8	115.9
Target	144	31	165							
Result	109.1	6.8	115.9							
<b>Unit 4</b>	<b>7.1</b>	<table border="1"> <tr> <td>Target</td> <td>144</td> <td>31</td> <td>165</td> </tr> <tr> <td>Result</td> <td>106.2</td> <td>8.0</td> <td>114.2</td> </tr> </table>	Target	144	31	165	Result	106.2	8.0	114.2
Target	144	31	165							
Result	106.2	8.0	114.2							
<b>Unit 5</b>	<b>7.5</b>	<table border="1"> <tr> <td>Target</td> <td>144</td> <td>31</td> <td>165</td> </tr> <tr> <td>Result</td> <td>88.7</td> <td>8.3</td> <td>97.0</td> </tr> </table>	Target	144	31	165	Result	88.7	8.3	97.0
Target	144	31	165							
Result	88.7	8.3	97.0							
<b>Unit 6</b>	<b>5.6</b>	<table border="1"> <tr> <td>Target</td> <td>194</td> <td>47</td> <td>216</td> </tr> <tr> <td>Result</td> <td>141.4</td> <td>41.7</td> <td>183.1</td> </tr> </table>	Target	194	47	216	Result	141.4	41.7	183.1
Target	194	47	216							
Result	141.4	41.7	183.1							
<b>Average Rating</b>	<b>6.5</b>									

Floor System	Insulation Type	R Value	Foil
Unit 1 Concrete Slab over Basement	Polystyrene	R1.5	No
Units 2,3,4,5 and 6 Concrete Slab over Basement	Polystyrene	R1.0	No
Internal (First Floor) Floor	No insulation	N/A	No
(First Floor) Floor Elevated	Polystyrene	R1.0	No
Wall System	Insulation Type	R Value	Sarking
External Walls	Fibreglass or Rockwool Batts	R2.5	Yes
Internal Walls	No insulation	N/A	No
Units 1 & 6 Internal stairs Walls	Fibreglass or Rockwool Batts	R2.5	No
Roof System	Insulation Type	R Value	Sarking
Metal Roof	Fibreglass or Rockwool Batts	R5.0	Yes
Tiled Roof	Fibreglass or Rockwool Batts	R5.0	No
Garage Roof	No insulation	N/A	No



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www.6starhouse.com.au

Unit 1 Windows	Window Type	U-value	SHGC
Sliding Doors	Aluminium Double Glazed	4.90	0.33
Fixed Windows	Aluminium Double Glazed	4.90	0.33
Hinged Doors	Aluminium Double Glazed	4.80	0.51
Awning Windows	Aluminium Double Glazed	4.80	0.51

Units 2,3,4,5 Windows	Window Type	U-value	SHGC
Sliding Doors	Aluminium Double Glazed	4.80	0.51
Fixed Windows	Aluminium Double Glazed	4.80	0.51
Hinged Doors	Aluminium Double Glazed	4.80	0.49
Awning Windows	Aluminium Double Glazed	4.80	0.49

Unit 6 Windows	Window Type	U-value	SHGC
Sliding Doors	Aluminium Double Glazed	4.90	0.33
Fixed Windows	Aluminium Double Glazed	4.90	0.33
Hinged Doors	Aluminium Double Glazed	4.80	0.34
Awning Windows	Aluminium Double Glazed	4.80	0.34

Note: U-value must be equal or less and SHGC within 5%



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[www.6starhouse.com.au](http://www.6starhouse.com.au)

## **THERMAL CONSTRUCTION**

- (a) Where required, insulation must comply with AS/NZS 4859.1 and be installed so that it
- (i) abuts or overlaps adjoining insulation other than at supporting members such as studs, noggings, joists, furring channels and the like where the insulation must be against the member; and
  - (ii) forms a continuous barrier with ceilings, walls, bulkheads, floors or the like that inherently contribute to the thermal barrier; and
    - (iii) does not affect the safe or effective operation of a service or fitting.
- (b) Where required, reflective insulation must be installed with
- (i) the necessary airspace to achieve the required R-Value between a reflective side of the reflective insulation and a building lining or cladding; and
  - (ii) the reflective insulation closely fitted against any penetration, door or window opening; and
    - (iii) the reflective insulation adequately supported by framing members; and
    - (iv) each adjoining sheet of roll membrane being
      - (A) overlapped not less than 50 mm; or
      - (B) taped together.
- (c) Where required, bulk insulation must be installed so that,
- (i) it maintains its position and thickness, other than where it is compressed between cladding and supporting members, water pipes, electrical cabling or the like; and
  - (ii) in a ceiling, where there is no bulk insulation or reflective insulation in the wall beneath, it overlaps the wall by not less than 50 mm.
- (d) Roof, ceiling, wall and floor materials, and associated surfaces are deemed to have the thermal properties listed in Specification J1.2.
- (e) The required Total R-Value and Total System U-Value for common area, including allowance for thermal bridging, must be determined in accordance with Specification J1.5a for wall-glazing construction



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## Thermal Breaks

### **Roof Thermal Breaks**

For compliance with J0.2(c), a roof that,

- (a) has metal sheet roofing fixed to metal purlins, metal rafters or metal battens; and
- (b) does not have a ceiling lining or has a ceiling lining fixed directly to those metal purlins, metal rafters or metal battens, must have a thermal break, consisting of a material with an R-Value of not less than R0.2, installed at all points of contact between the metal sheet roofing and its supporting metal purlins, metal rafters or metal battens.

### **Wall Thermal Breaks**

For compliance with J0.2(c), a wall that,

- (a) does not have a wall lining or has a wall lining that is fixed directly to the same metal frame; and
- (b) has lightweight external cladding such as weatherboards, fibre-cement or metal sheeting fixed to a metal frame, must have a thermal break, consisting of a material with an R-Value of not less than R0.2, installed at all points of contact between the external cladding and the metal frame.



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## **Building Sealing**

### **Windows and Doors**

A door, openable window or the like must be sealed when forming part of the envelope. The requirements do not apply to;

- (i) A window complying with AS 2047
- (ii) A fire door or smoke door

Provide a seal to restrict air infiltration

- (i) for the bottom edge of a door, must be a draft protection device; and
- (ii) for the other edges of a door or the edges of an openable window or other such opening, may be a foam or rubber compression strip, fibrous seal or the like.

### **Exhaust Fans**

All exhaust fans must be fitted with a sealing device such as a self-closing damper or the like when serving a conditioned space or a habitable room.

### **Construction of ceilings, walls and floors**

Ceilings, walls, floors and any opening such as a window frame, door frame, roof light frame or the like when forming part of the envelope must be constructed to minimise air leakage.

- (i) Enclosed by internal lining systems that are close fitting at ceiling, wall and floor junctions; or
- (ii) Sealed at junctions and penetrations with close fitting architrave, skirting or cornice or expanding foam, rubber compressible strip, caulking or the like.

The requirements do not apply to openings, grilles or the like required for smoke hazard management

# Nationwide House Energy Rating Scheme — Class 2 summary

## NatHERS Certificate No. DSW293FJ9Y

Generated on 2 Nov 2023 using FirstRate5 v5.3.2b

### Property

Address 25 Howitt Street, Kingston, ACT, 2602

Lot/DP

NatHERS climate zone

### Accredited assessor



Hristos Parthenios

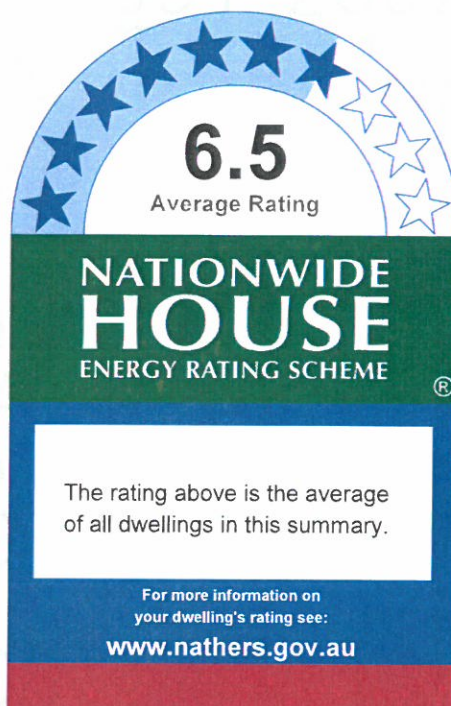
6 Star Report

admin@6starhouse.com.au

0466054837

Accreditation No. HERA10079

Assessor Accrediting Organisation HERA



### Verification

To verify this certificate, scan the QR code or visit

<https://www.fr5.com.au/QRCodeLanding?PublicId=DSW293FJ9Y&GrpCert=1> When using either link, ensure you are visiting [www.fr5.com.au](http://www.fr5.com.au).

## Summary of all dwellings

Certificate number and link	Unit number	Heating load (MJ/m <sup>2</sup> /p.a.)	Cooling load (MJ/m <sup>2</sup> /p.a.)	Total load (MJ/m <sup>2</sup> /p.a.)	Star rating
11UWRDCREV-01	1	169.90	44.30	214.20	5
EHGOJF70E5-01	2	118.90	7.10	126.00	6.9
ZFLWICWKT9-01	3	109.10	6.80	115.90	7.1
MMAU6YFA9C-01	4	106.20	8.00	114.20	7.1
RR2725SJME-01	5	88.70	8.30	97.00	7.5
IK00A7BNVC-01	6	141.40	41.70	183.10	5.6
Average		122.4	19.4	141.7	6.5

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.



## Explanatory notes

### About this report

This summary rating is the average rating of all NCC Class 2 dwellings in a development. The individual dwellings' ratings are a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate the energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances, or energy production of solar panels. For more details about an individual dwelling's assessment, refer to the individual dwelling's NatHERS Certificate (accessible via link).

### Accredited Assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO). AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

### Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content, input and creation of the NatHERS Certificate is by the assessor. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. 11UWRDCREV-01

Generated on 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 1, 25 Howitt Street, Kingston , ACT, 2602

**Lot/DP** -

**NCC Class\*** Class 2

**Type** New Home

### Plans

**Main plan** 21012

**Prepared by** KnD Architects Pty Ltd

### Construction and environment

Assessed floor area (m <sup>2</sup> )*		Exposure type
Conditioned*	117.1	suburban
Unconditioned*	6.7	<b>NatHERS climate zone</b>
Total	123.8	24 Canberra Airport
Garage	-	



### Accredited assessor

<b>Name</b>	Hristos Parthenios
<b>Business name</b>	6 Star Report
<b>Email</b>	admin@6starhouse.com.au
<b>Phone</b>	0466054837
<b>Accreditation No.</b>	HERA10079
<b>Assessor Accrediting Organisation</b>	HERA
<b>Declaration of interest</b>	Declaration completed: no conflicts

### National Construction Code (NCC) requirements

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State and territory variations and additions to the NCC may also apply.

**5**  
The more stars  
the more energy efficient

**NATIONWIDE  
HOUSE**  
ENERGY RATING SCHEME

**214.2 MJ/m<sup>2</sup>**  
Predicted annual energy load for  
heating and cooling based on standard  
occupancy assumptions.

For more information on  
your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Thermal performance

Heating	Cooling
<b>169.9</b>	<b>44.3</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=11UWRDCREV-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).



## Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

### Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

### Ceiling penetrations\*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-004-04 A	Aluminium B DG Air Fill Low Solar Gain low-E -Clear	4.9	0.33	0.31	0.35
ALM-003-01 A	Aluminium A DG Air Fill Clear-Clear	4.8	0.51	0.48	0.54

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/-Dining	ALM-004-04 A	GL06	2100	3982	sliding	20.0	WSW	No
Kitchen/Living/-Dining	ALM-004-04 A	GL06	2100	3300	fixed	0.0	WSW	No

\* Refer to glossary.



Kitchen/Living/-Dining	ALM-003-01 A	Opening 111	2100	855	casement	80.0	WSW	No
Kitchen/Living/-Dining	ALM-003-01 A	W01	600	1800	awning	90.0	ENE	No
Bedroom	ALM-004-04 A	GL06A	2100	2500	fixed	0.0	WSW	No
Bedroom	ALM-003-01 A	GL06B	2100	2950	awning	10.0	WSW	No
Bedroom	ALM-003-01 A	GL06C	2100	1500	awning	10.0	WSW	No
Bedroom	ALM-003-01 A	W06	2100	1133	awning	10.0	WSW	No
ENS	ALM-003-01 A	GL07A	2550	1480	awning	10.0	WSW	No
Bedroom	ALM-003-01 A	GL07B	2550	3479	awning	10.0	WSW	No

### Roof window type and performance value

Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

### Skylight type and performance

Skylight ID	Skylight description
No Data Available	

### Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orient-ation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

### External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Stairs	2040	720	100.0	WSW

### External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No



2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
5	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
6	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
7	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
8	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
9	FR5 - Metal Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
10	FR5 - Metal Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

### External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
Stairs	4	3000	1047	WSW	0	Yes
Stairs	5	3000	1047	ENE	0	No
Stairs	6	3000	4925	NNW	0	Yes
WC	6	3000	1839	SSE	0	Yes
Pantry	6	3000	1971	SSE	0	Yes
Pantry	7	3000	1623	ENE	0	No
Kitchen/Living/Dining	8	3000	9078	WSW	0	Yes
Kitchen/Living/Dining	6	3000	869	SSE	0	Yes
Kitchen/Living/Dining	7	3000	4808	ENE	0	No
Kitchen/Living/Dining	7	3000	2510	ENE	0	Yes
Bedroom	8	2850	3685	WSW	0	Yes
Bedroom	6	2850	3361	NNW	0	Yes
ENS	5	2850	2098	ENE	0	Yes
FW	6	2850	1430	NNW	0	Yes
FW	5	2850	847	ENE	0	No

\* Refer to glossary.



Bedroom	8	2850	3586	WSW	0	No
Bedroom	8	2850	3038	WSW	0	Yes
Bedroom	8	2850	1089	WSW	0	Yes
Bedroom	9	2850	3003	SSE	0	Yes
Bath	7	2850	1427	ENE	0	No
FW	9	2850	1836	SSE	0	Yes
FW	7	2850	877	ENE	0	No
Hall/Stairs	7	2850	4545	ENE	0	No
Hall/Stairs	7	2850	1289	ENE	0	Yes
Stairs	10	2850	853	SSE	2424	Yes
Stairs	7	2850	5685	ENE	0	No
Stairs	8	2850	853	NNW	998	No
ENS	8	2850	3954	NNW	1000	No
ENS	8	2850	1467	WSW	723	Yes
Bedroom	8	2850	4063	WSW	759	No
Bedroom	10	2850	3912	SSE	2426	Yes

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	114.1	
2	FR5 - Internal Plasterboard Stud Wall	14.8	Glass fibre batt: R2.5 (R2.5)

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
Stairs	FR5 - 300mm concrete slab	5.2	Enclosed	R1.5	Timber
WC	FR5 - 300mm concrete slab	1.6	Enclosed	R1.5	Tiles
Pantry	FR5 - 300mm concrete slab	2.8	Enclosed	R1.5	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	39.6	Enclosed	R1.5	Timber
Bedroom	FR5 - 300mm concrete slab	11.5	Enclosed	R0.0	Carpet
ENS	FR5 - 300mm concrete slab	3	Enclosed	R0.0	Tiles
FW	FR5 - 300mm concrete slab	1.2	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	10.3	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	3.9	Elevated	R1.0	Carpet
Bedroom	FR5 - 300mm concrete slab	5.8	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	2.6	Enclosed	R0.0	Carpet
Bath	FR5 - 300mm concrete slab	0.5	Elevated	R1.0	Tiles
Bath	FR5 - 300mm concrete slab	0.5	Enclosed	R0.0	Tiles

Bath	FR5 - 300mm concrete slab	1.6	Enclosed	R0.0	Tiles
FW	FR5 - 300mm concrete slab	1.6	Elevated	R1.0	Tiles
Hall/Stairs	FR5 - 300mm concrete slab	10.3	Enclosed	R0.0	Timber
Hall/Stairs	FR5 - 300mm concrete slab	1.3	Enclosed	R0.0	Timber
Stairs	FR5 - 300mm concrete slab	4.8	Enclosed	R0.0	Timber
ENS	FR5 - 300mm concrete slab	5.8	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	15.9	Enclosed	R0.0	Carpet

### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.5	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No
WC	FR5 - 300mm concrete slab	R0.0	No
Pantry	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No
FW	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bath	Plasterboard	R5.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Bath	Plasterboard	R5.0	No
FW	Plasterboard	R5.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	Plasterboard	R5.0	No
Stairs	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
Stairs	1	Downlights	90	Sealed
WC	1	Downlights	90	Sealed
WC	1	Exhaust Fans	200	Sealed

\* Refer to glossary.



Pantry	1	Downlights	90	Sealed
Kitchen/Living/Dining	15	Downlights	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	Sealed
Bedroom	4	Downlights	90	Sealed
ENS	1	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed
FW	1	Downlights	90	Sealed
Bedroom	2	Downlights	90	Sealed
Bedroom	2	Downlights	90	Sealed
Bath	1	Downlights	90	Sealed
Bath	1	Exhaust Fans	200	Sealed
FW	1	Downlights	90	Sealed
Hall/Stairs	4	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
ENS	3	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed
Bedroom	4	Downlights	90	Sealed

### Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

### Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Ceil: Ceiling	0.0	0.5	Medium
Slab:Slab - Suspended Slab : 300mm: 300mm Suspended Slab	0.0	0.5	Medium
Framed:Flat - Flat Framed (Metal Deck)	0.0	0.3	Light

## Explanatory Notes

### About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

### Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

### Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

## Glossary

<b>Annual energy load</b>	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
<b>Assessed floor area</b>	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
<b>Ceiling penetrations</b>	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
<b>Conditioned</b>	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
<b>Custom windows</b>	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
<b>Default windows</b>	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
<b>Entrance door</b>	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
<b>Exposure category - exposed</b>	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
<b>Exposure category - open</b>	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
<b>Exposure category - suburban</b>	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
<b>Exposure category - protected</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.



<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Opening Percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Reflective wrap</b> (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading device</b>	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>Skylight</b> (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. EHGOJF70E5-01

Generated on: 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 2, 25 Howitt Street, Kingston , ACT, 2602  
**Lot/DP** -  
**NCC Class\*** Class 2  
**Type** New Home

### Plans

**Main plan** 21012  
**Prepared by** KnD Architects Pty Ltd

The graphic shows a semi-circular arrangement of stars, with 6.9 stars filled in blue and the rest white. Below the stars, the text reads '6.9 The more stars the more energy efficient'. Below this is the 'NATIONWIDE HOUSE ENERGY RATING SCHEME' logo. A white box contains '126 MJ/m<sup>2</sup>' and 'Predicted annual energy load for heating and cooling based on standard occupancy assumptions.' At the bottom, it says 'For more information on your dwelling's rating see: www.nathers.gov.au'.

### Construction and environment

Assessed floor area (m <sup>2</sup> )*		Exposure type
Conditioned*	101.9	suburban
Unconditioned*	1.9	<b>NatHERS climate zone</b>
Total	103.8	24 Canberra Airport
Garage	-	

### Thermal performance

Heating	Cooling
<b>118.9</b>	<b>7.1</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

#### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

#### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=EHGOJF70E5-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).



### Accredited assessor

**Name** Hristos Parthenios  
**Business name** 6 Star Report  
**Email** [admin@6starhouse.com.au](mailto:admin@6starhouse.com.au)  
**Phone** 0466054837  
**Accreditation No.** HERA10079  
**Assessor Accrediting Organisation** HERA  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.

\* Refer to glossary.

## Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

### Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

### Ceiling penetrations\*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-003-01 A	Aluminium A DG Air Fill Clear-Clear	4.8	0.51	0.48	0.54
ALM-004-01 A	Aluminium B DG Air Fill Clear-Clear	4.8	0.59	0.56	0.62

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/- Dining	ALM-003-01 A	W01	600	1800	awning	90.0	WSW	No
Kitchen/Living/- Dining	ALM-004-01 A	GL03	2400	3920	sliding	20.0	NNW	No
Bedroom	ALM-004-01 A	Opening 106	2850	950	fixed	0.0	SSE	No

\* Refer to glossary.

Bedroom	ALM-003-01 A	W05	2250	2400	awning	10.0	NNW	No
Bedroom	ALM-003-01 A	W07	2550	2400	awning	10.0	NNW	No

## Roof window type and performance value

Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

## Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

## Skylight type and performance

Skylight ID	Skylight description
No Data Available	

## Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

## External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Kitchen/Living/Dining	2650	1000	100.0	SSE
WIR	1200	720	100.0	SSE

## External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No
2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
5	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No

\* Refer to glossary.



6	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
7	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
8	FR5 - Metal Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

## External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
WC	4	3000	1987	WSW	0	No
WC	5	3000	959	NNW	0	Yes
Stairs	4	3000	2079	WSW	0	No
Kitchen/Living/Dining	6	3000	1055	WSW	0	Yes
Kitchen/Living/Dining	4	3000	1051	WSW	0	No
Kitchen/Living/Dining	6	3000	3193	WSW	0	No
Kitchen/Living/Dining	6	3000	3657	SSE	0	Yes
Kitchen/Living/Dining	6	3000	1148	ENE	0	Yes
Kitchen/Living/Dining	6	3000	1329	SSE	0	Yes
Kitchen/Living/Dining	4	3000	8421	ENE	0	No
Kitchen/Living/Dining	6	3000	3871	NNW	0	Yes
Hall/Stairs	4	2850	5409	WSW	0	No
Hall/Stairs	6	2850	1919	NNW	0	Yes
Bedroom	4	2850	1161	WSW	0	No
Bedroom	6	2850	1796	WSW	0	Yes
Bedroom	6	2850	3668	SSE	0	No
Bedroom	6	2850	1129	ENE	0	Yes
Bedroom	6	2850	1328	SSE	0	Yes
Bedroom	4	2850	1828	ENE	0	No
FW	4	2850	1658	ENE	0	No
Bedroom	6	2850	3003	NNW	0	Yes
Bedroom	4	2850	3668	ENE	0	No
Stairs	4	2850	4203	WSW	0	No
Stairs	7	2850	861	NNW	1399	No

\* Refer to glossary.



WIR	8	2850	1997	SSE	3113	Yes
WIR	4	2850	2165	ENE	0	No
ENS	4	2850	238	WSW	0	No
ENS	5	2850	1057	WSW	0	Yes
ENS	8	2850	2868	SSE	3120	Yes
Bedroom	4	2850	3345	ENE	0	No
Bedroom	7	2850	3986	NNW	1397	Yes

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	92	

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
WC	FR5 - 300mm concrete slab	1.9	Enclosed	R1.0	Tiles
Stairs	FR5 - 300mm concrete slab	2.1	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	10.7	Elevated	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	3.7	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	26	Enclosed	R1.0	Timber
Hall/Stairs	FR5 - 300mm concrete slab	10.2	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	12.9	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	0.4	Enclosed	R0.0	Carpet
FW	FR5 - 300mm concrete slab	1.5	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	3.7	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	10.3	Enclosed	R0.0	Carpet
Stairs	FR5 - 300mm concrete slab	3.6	Enclosed	R0.0	Timber
WIR	FR5 - 300mm concrete slab	4.3	Enclosed	R0.0	Carpet
ENS	FR5 - 300mm concrete slab	5.3	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	13.3	Enclosed	R0.0	Carpet

### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No

\* Refer to glossary.



WC	FR5 - 300mm concrete slab	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	Plasterboard	R5.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
FW	FR5 - 300mm concrete slab	R0.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Stairs	Plasterboard	R5.0	No
WIR	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
WC	1	Downlights	90	Sealed
WC	1	Exhaust Fans	200	Sealed
Kitchen/Living/Dining	13	Downlights	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	Sealed
Hall/Stairs	4	Downlights	90	Sealed
Bedroom	3	Downlights	90	Sealed
FW	1	Downlights	90	Sealed
Bath	2	Downlights	90	Sealed
Bath	1	Exhaust Fans	200	Sealed
Bedroom	2	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
WIR	1	Downlights	90	Sealed
ENS	3	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed
Bedroom	4	Downlights	90	Sealed

### Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

### Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
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\* Refer to glossary.



Ceil: Ceiling	0.0	0.5	Medium
Slab: Slab - Suspended Slab : 300mm: 300mm Suspended Slab	0.0	0.5	Medium
Framed: Flat - Flat Framed (Metal Deck)	0.0	0.5	Medium



## Explanatory Notes

### About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

### Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

### Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

## Glossary

<b>Annual energy load</b>	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
<b>Assessed floor area</b>	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
<b>Ceiling penetrations</b>	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
<b>Conditioned</b>	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
<b>Custom windows</b>	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
<b>Default windows</b>	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
<b>Entrance door</b>	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
<b>Exposure category - exposed</b>	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
<b>Exposure category - open</b>	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
<b>Exposure category - suburban</b>	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
<b>Exposure category - protected</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.



<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Opening Percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Reflective wrap</b> (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading device</b>	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>Skylight</b> (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. ZFLWICWKT9-01

Generated on 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 3, 25 Howitt Street, Kingston , ACT, 2602  
**Lot/DP** -  
**NCC Class\*** Class 2  
**Type** New Home

### Plans

**Main plan** 21012  
**Prepared by** KnD Architects Pty Ltd

### Construction and environment

Assessed floor area (m <sup>2</sup> )*		Exposure type
Conditioned*	101.7	suburban
Unconditioned*	2	<b>NatHERS climate zone</b>
Total	103.7	24 Canberra Airport
Garage	-	



### Accredited assessor

**Name** Hristos Parthenios  
**Business name** 6 Star Report  
**Email** admin@6starhouse.com.au  
**Phone** 0466054837  
**Accreditation No.** HERA10079  
**Assessor Accrediting Organisation**  
HERA  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.

**7.1**  
The more stars  
the more energy efficient

**NATIONWIDE  
HOUSE**  
ENERGY RATING SCHEME<sup>®</sup>

**115.9 MJ/m<sup>2</sup>**  
Predicted annual energy load for  
heating and cooling based on standard  
occupancy assumptions.

For more information on  
your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Thermal performance

Heating	Cooling
<b>109.1</b>	<b>6.8</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=ZFLWICWKT9-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).



## Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

### Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

### Ceiling penetrations\*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-004-01 A	Aluminium B DG Air Fill Clear-Clear	4.8	0.59	0.56	0.62
ALM-003-01 A	Aluminium A DG Air Fill Clear-Clear	4.8	0.51	0.48	0.54

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/-Dining	ALM-004-01 A	GL04	2400	776	fixed	0.0	ENE	No
Kitchen/Living/-Dining	ALM-004-01 A	GL02	2400	3967	sliding	20.0	NNW	No
Bedroom	ALM-003-01 A	W05	2250	2400	awning	10.0	NNW	No

\* Refer to glossary.



Bedroom	ALM-004-01 A	Opening 105	2850	950	fixed	0.0	SSE	No
Bedroom	ALM-003-01 A	W07	2550	2400	awning	10.0	NNW	No

## Roof window type and performance value

Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

## Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

## Skylight type and performance

Skylight ID	Skylight description
No Data Available	

## Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

## External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Kitchen/Living/Dining	2650	1000	100.0	SSE
WIR	1200	720	100.0	SSE

## External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No
2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
5	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No



6	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
7	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

## External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
WC	4	3000	1963	ENE	0	No
WC	5	3000	1000	NNW	0	Yes
Stairs	4	3000	2607	ENE	0	No
Kitchen/Living/Dining	4	3000	8420	WSW	0	No
Kitchen/Living/Dining	6	3000	1149	WSW	0	No
Kitchen/Living/Dining	5	3000	3645	SSE	0	Yes
Kitchen/Living/Dining	5	3000	1152	ENE	0	Yes
Kitchen/Living/Dining	5	3000	1329	SSE	0	Yes
Kitchen/Living/Dining	4	3000	2578	ENE	0	No
Kitchen/Living/Dining	5	3000	1056	ENE	0	Yes
Kitchen/Living/Dining	5	3000	3787	NNW	0	Yes
FW	4	2850	1620	WSW	0	No
Hall/Stairs	4	2850	5411	ENE	0	No
Hall/Stairs	5	2850	1861	NNW	0	Yes
Bedroom	4	2850	3673	WSW	0	No
Bedroom	5	2850	2963	NNW	0	Yes
Bedroom	4	2850	1831	WSW	0	No
Bedroom	5	2850	1130	WSW	0	Yes
Bedroom	5	2850	3650	SSE	0	No
Bedroom	5	2850	1143	ENE	0	Yes
Bedroom	5	2850	1327	SSE	0	Yes
Bedroom	4	2850	1818	ENE	0	No
WIR	4	2850	2158	WSW	0	No
WIR	7	2850	2009	SSE	3102	Yes

\* Refer to glossary.

Stairs	4	2850	4210	ENE	0	No
Stairs	7	2850	850	NNW	0	Yes
Bedroom	4	2850	3357	WSW	0	No
Bedroom	7	2850	3980	NNW	1334	Yes
ENS	7	2850	2848	SSE	3130	Yes
ENS	4	2850	1275	ENE	0	No

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	92.1	

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
WC	FR5 - 300mm concrete slab	2	Enclosed	R1.0	Tiles
Stairs	FR5 - 300mm concrete slab	2.5	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	36	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	3.6	Enclosed	R1.0	Timber
FW	FR5 - 300mm concrete slab	1.5	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	3.7	Enclosed	R0.0	Tiles
Hall/Stairs	FR5 - 300mm concrete slab	10.1	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	10.2	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	12.8	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	0.4	Enclosed	R0.0	Carpet
WIR	FR5 - 300mm concrete slab	4.3	Enclosed	R0.0	Carpet
Stairs	FR5 - 300mm concrete slab	3.6	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	13.4	Enclosed	R0.0	Carpet
ENS	FR5 - 300mm concrete slab	5.2	Enclosed	R0.0	Tiles

### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
WC	FR5 - 300mm concrete slab	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No

\* Refer to glossary.

Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	Plasterboard	R5.0	No
FW	FR5 - 300mm concrete slab	R0.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
WIR	Plasterboard	R5.0	No
Stairs	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
WC	1	Downlights	90	Sealed
WC	1	Exhaust Fans	200	Sealed
Kitchen/Living/Dining	12	Downlights	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	Sealed
FW	1	Downlights	90	Sealed
Bath	2	Downlights	90	Sealed
Bath	1	Exhaust Fans	200	Sealed
Hall/Stairs	4	Downlights	90	Sealed
Bedroom	2	Downlights	90	Sealed
Bedroom	3	Downlights	90	Sealed
WIR	1	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
Bedroom	4	Downlights	90	Sealed
ENS	3	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed

### Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

### Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Ceil: Ceiling	0.0	0.5	Medium
Slab: Slab - Suspended Slab : 300mm: 300mm Suspended Slab	0.0	0.5	Medium
Framed: Flat - Flat Framed (Metal Deck)	0.0	0.5	Medium

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## Explanatory Notes

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While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

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<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Opening Percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Reflective wrap (also known as foil)</b>	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading device</b>	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>Skylight (also known as roof lights)</b>	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. MMAU6YFA9C-01

Generated on 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 4, 25 Howitt Street, Kingston , ACT, 2602  
**Lot/DP** -  
**NCC Class\*** Class 2  
**Type** New Home

### Plans

**Main plan** 21012  
**Prepared by** KnD Architects Pty Ltd

### Construction and environment

Assessed floor area (m <sup>2</sup> )*		Exposure type
Conditioned*	102.2	suburban
Unconditioned*	1.9	<b>NatHERS climate zone</b>
Total	104.1	24 Canberra Airport
Garage	-	



### Accredited assessor

**Name** Hristos Parthenios  
**Business name** 6 Star Report  
**Email** admin@6starhouse.com.au  
**Phone** 0466054837  
**Accreditation No.** HERA10079  
**Assessor Accrediting Organisation**  
HERA  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.

**7.1**  
The more stars  
the more energy efficient

**NATIONWIDE  
HOUSE**  
ENERGY RATING SCHEME<sup>®</sup>

**114.2 MJ/m<sup>2</sup>**  
Predicted annual energy load for  
heating and cooling based on standard  
occupancy assumptions.

For more information on  
your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Thermal performance

Heating	Cooling
<b>106.2</b>	<b>8</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=MMAU6YFA9C-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).



\* Refer to glossary.

## Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

### Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

### Ceiling penetrations\*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-004-01 A	Aluminium B DG Air Fill Clear-Clear	4.8	0.59	0.56	0.62
ALM-003-01 A	Aluminium A DG Air Fill Clear-Clear	4.8	0.51	0.48	0.54

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/-Dining	ALM-004-01 A	GL04	2400	776	fixed	0.0	ENE	No
Kitchen/Living/-Dining	ALM-004-01 A	GL02	2400	3967	sliding	20.0	NNW	No
Bedroom	ALM-003-01 A	W05	2250	2400	awning	10.0	NNW	No

\* Refer to glossary.



Bedroom	ALM-004-01 A	Opening 107	2850	950	fixed	0.0	SSE	No
Bedroom	ALM-003-01 A	W07	2550	2400	awning	10.0	NNW	No

## Roof window type and performance value

Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

## Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

## Skylight type and performance

Skylight ID	Skylight description
No Data Available	

## Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

## External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Kitchen/Living/Dining	2650	1000	100.0	SSE
WIR	1200	720	100.0	SSE

## External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No
2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
5	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
6	FR5 - Metal Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

\* Refer to glossary.

7 FR5 - Fibro Clad Framed

0.5 Medium Glass fibre batt: R2.5 (R2.5) No

External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
WC	4	3000	1948	ENE	0	No
WC	5	3000	996	NNW	0	Yes
Stairs	4	3000	2612	ENE	0	No
Kitchen/Living/Dining	5	3000	1051	WSW	0	No
Kitchen/Living/Dining	4	3000	7365	WSW	0	No
Kitchen/Living/Dining	5	3000	1151	WSW	0	No
Kitchen/Living/Dining	5	3000	3648	SSE	0	Yes
Kitchen/Living/Dining	5	3000	1146	ENE	0	Yes
Kitchen/Living/Dining	5	3000	1323	SSE	0	Yes
Kitchen/Living/Dining	4	3000	2584	ENE	0	No
Kitchen/Living/Dining	5	3000	1055	ENE	0	Yes
Kitchen/Living/Dining	5	3000	3803	NNW	0	Yes
FW	4	2850	1592	WSW	0	No
Hall/Stairs	4	2850	5411	ENE	0	No
Hall/Stairs	5	2850	1854	NNW	0	Yes
Bedroom	4	2850	3673	WSW	0	No
Bedroom	5	2850	3009	NNW	0	Yes
Bedroom	4	2850	1816	WSW	0	No
Bedroom	5	2850	1142	WSW	0	Yes
Bedroom	5	2850	3657	SSE	0	No
Bedroom	5	2850	1140	ENE	0	Yes
Bedroom	5	2850	1326	SSE	0	Yes
Bedroom	4	2850	1818	ENE	0	No
WIR	4	2850	2156	WSW	0	No
WIR	6	2850	2010	SSE	3121	Yes
ENS	6	2850	2821	SSE	3118	Yes

\* Refer to glossary.



ENS	4	2850	1299	ENE	0	No
Stairs	4	2850	4204	ENE	0	No
Stairs	7	2850	882	NNW	1327	Yes
Bedroom	4	2850	3372	WSW	0	No
Bedroom	7	2850	3992	NNW	1326	Yes

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	92.6	

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
WC	FR5 - 300mm concrete slab	1.9	Enclosed	R1.0	Tiles
Stairs	FR5 - 300mm concrete slab	2.5	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	36	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	3.6	Enclosed	R1.0	Timber
FW	FR5 - 300mm concrete slab	1.4	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	3.8	Enclosed	R0.0	Tiles
Hall/Stairs	FR5 - 300mm concrete slab	10	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	10.3	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	12.8	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	0.4	Enclosed	R0.0	Carpet
WIR	FR5 - 300mm concrete slab	4.3	Enclosed	R0.0	Carpet
ENS	FR5 - 300mm concrete slab	5.2	Enclosed	R0.0	Tiles
Stairs	FR5 - 300mm concrete slab	3.7	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	13.5	Enclosed	R0.0	Carpet

### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
WC	FR5 - 300mm concrete slab	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No

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Kitchen/Living/Dining	Plasterboard	R5.0	No
FW	FR5 - 300mm concrete slab	R0.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
WIR	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No
Stairs	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
WC	1	Downlights	90	Sealed
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Location	Quantity	Diameter (mm)
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Ceil: Ceiling	0.0	0.5	Medium
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<b>Exposure category - protected</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.



<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Opening Percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Reflective wrap</b> (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading device</b>	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>Skylight</b> (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. RR2725SJME-01

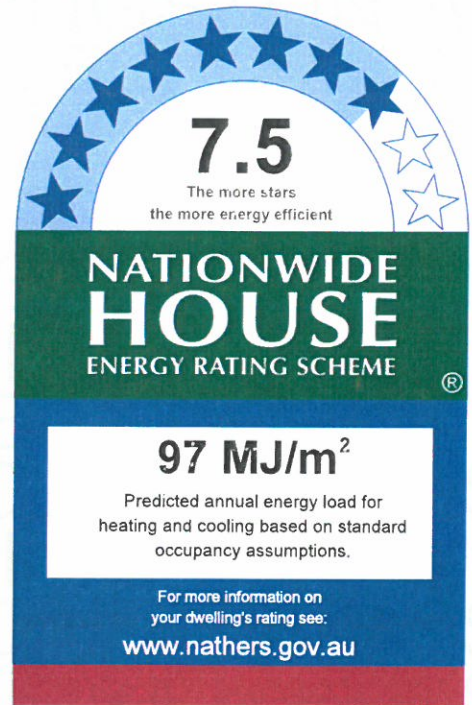
Generated on 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 5, 25 Howitt Street, Kingston , ACT, 2602  
**Lot/DP** -  
**NCC Class\*** Class 2  
**Type** New Home

### Plans

**Main plan** 21012  
**Prepared by** KnD Architects Pty Ltd



### Construction and environment

Assessed floor area (m <sup>2</sup> )*	Exposure type
Conditioned* 101.6	suburban
Unconditioned* 1.9	<b>NatHERS climate zone</b>
Total 103.5	24 Canberra Airport
Garage -	

### Thermal performance

Heating	Cooling
<b>88.7</b>	<b>8.3</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

#### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

#### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=RR2725SJME-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).



### Accredited assessor

**Name** Hristos Parthenios  
**Business name** 6 Star Report  
**Email** [admin@6starhouse.com.au](mailto:admin@6starhouse.com.au)  
**Phone** 0466054837  
**Accreditation No.** HERA10079  
**Assessor Accrediting Organisation** HERA  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at [www.abcb.gov.au](http://www.abcb.gov.au).

State and territory variations and additions to the NCC may also apply.

\* Refer to glossary.

## Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

### Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

### Ceiling penetrations\*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-004-01 A	Aluminium B DG Air Fill Clear-Clear	4.8	0.59	0.56	0.62
ALM-003-01 A	Aluminium A DG Air Fill Clear-Clear	4.8	0.51	0.48	0.54

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Kitchen/Living/-Dining	ALM-004-01 A	GL04	2400	776	fixed	0.0	ENE	No
Kitchen/Living/-Dining	ALM-004-01 A	GL02	2400	3967	sliding	20.0	NNW	No
Bedroom	ALM-003-01 A	W05	2250	2400	awning	10.0	NNW	No

\* Refer to glossary.



Bedroom	ALM-004-01 A	Opening 109	2850	950	fixed	0.0	SSE	No
Bedroom	ALM-003-01 A	W07	2550	2400	awning	10.0	NNW	No

## Roof window type and performance value

### Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

## Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

## Skylight type and performance

Skylight ID	Skylight description
No Data Available	

## Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

## External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Kitchen/Living/Dining	2650	1000	100.0	SSE
WIR	1200	720	100.0	SSE

## External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No
2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
5	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
6	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

7 FR5 - Metal Clad Framed

0.5

Medium

Glass fibre batt: R2.5 (R2.5)

No

## External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
WC	4	3000	1954	ENE	0	No
WC	5	3000	978	NNW	0	Yes
Stairs	4	3000	2633	ENE	0	No
Kitchen/Living/Dining	5	3000	1055	WSW	0	No
Kitchen/Living/Dining	4	3000	7368	WSW	0	No
Kitchen/Living/Dining	5	3000	1142	WSW	0	No
Kitchen/Living/Dining	5	3000	3655	SSE	0	Yes
Kitchen/Living/Dining	5	3000	1146	ENE	0	Yes
Kitchen/Living/Dining	5	3000	1324	SSE	0	Yes
Kitchen/Living/Dining	4	3000	2580	ENE	0	No
Kitchen/Living/Dining	5	3000	1055	ENE	0	Yes
Kitchen/Living/Dining	5	3000	3795	NNW	0	Yes
FW	4	2850	1594	WSW	0	No
Bedroom	4	2850	3675	WSW	0	No
Bedroom	5	2850	3001	NNW	0	Yes
Hall/Stairs	4	2850	5410	ENE	0	No
Hall/Stairs	5	2850	1847	NNW	0	Yes
Bedroom	4	2850	1819	WSW	0	No
Bedroom	5	2850	1140	WSW	0	Yes
Bedroom	5	2850	3656	SSE	0	No
Bedroom	5	2850	1147	ENE	0	Yes
Bedroom	5	2850	1327	SSE	0	Yes
Bedroom	4	2850	1812	ENE	0	No
Bedroom	4	2850	3400	WSW	0	No
Bedroom	6	2850	3984	NNW	1318	Yes
Stairs	4	2850	4223	ENE	0	No

\* Refer to glossary.



Stairs	6	2850	849	NNW	1320	Yes
WIR	4	2850	2162	WSW	0	No
WIR	7	2850	1996	SSE	3113	Yes
ENS	7	2850	2853	SSE	3124	Yes
ENS	4	2850	1288	ENE	0	No

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	92.7	

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
WC	FR5 - 300mm concrete slab	1.9	Enclosed	R1.0	Tiles
Stairs	FR5 - 300mm concrete slab	2.5	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	35.9	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	3.6	Enclosed	R1.0	Timber
FW	FR5 - 300mm concrete slab	1.4	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	3.7	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	10.4	Enclosed	R0.0	Carpet
Hall/Stairs	FR5 - 300mm concrete slab	10	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	12.8	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	0.4	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	13.5	Enclosed	R0.0	Carpet
Stairs	FR5 - 300mm concrete slab	3.6	Enclosed	R0.0	Timber
WIR	FR5 - 300mm concrete slab	4.3	Enclosed	R0.0	Carpet
ENS	FR5 - 300mm concrete slab	5.2	Enclosed	R0.0	Tiles

### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
WC	FR5 - 300mm concrete slab	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No

\* Refer to glossary.



Kitchen/Living/Dining	Plasterboard	R5.0	No
FW	FR5 - 300mm concrete slab	R0.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Stairs	Plasterboard	R5.0	No
WIR	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
WC	1	Downlights	90	Sealed
WC	1	Exhaust Fans	200	Sealed
Kitchen/Living/Dining	12	Downlights	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	Sealed
FW	1	Downlights	90	Sealed
Bath	2	Downlights	90	Sealed
Bath	1	Exhaust Fans	200	Sealed
Bedroom	2	Downlights	90	Sealed
Hall/Stairs	4	Downlights	90	Sealed
Bedroom	3	Downlights	90	Sealed
Bedroom	4	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
WIR	1	Downlights	90	Sealed
ENS	3	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed

### Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

### Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Ceil: Ceiling	0.0	0.5	Medium
Slab: Slab - Suspended Slab : 300mm: 300mm Suspended Slab	0.0	0.5	Medium
Framed: Flat - Flat Framed (Metal Deck)	0.0	0.5	Medium

\* Refer to glossary.



## Explanatory Notes

### About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

### Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

### Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

## Glossary

<b>Annual energy load</b>	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
<b>Assessed floor area</b>	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
<b>Ceiling penetrations</b>	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
<b>Conditioned</b>	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
<b>Custom windows</b>	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
<b>Default windows</b>	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
<b>Entrance door</b>	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
<b>Exposure category - exposed</b>	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
<b>Exposure category - open</b>	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
<b>Exposure category - suburban</b>	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
<b>Exposure category - protected</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.



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<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
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<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
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# Nationwide House Energy Rating Scheme

## NatHERS Certificate No. IK00A7BNVC-01

Generated on 6 Jun 2023 using FirstRate5: 5.3.2b (3.21)

### Property

**Address** 6, 25 Howitt Street, Kingston , ACT, 2602  
**Lot/DP** -  
**NCC Class\*** Class 2  
**Type** New Home

### Plans

**Main plan** 21012  
**Prepared by** KnD Architects Pty Ltd

### Construction and environment

Assessed floor area (m <sup>2</sup> )*		Exposure type
Conditioned*	116.3	suburban
Unconditioned*	4.3	<b>NatHERS climate zone</b>
Total	120.6	24 Canberra Airport
Garage	-	



### Accredited assessor

**Name** Hristos Parthenios  
**Business name** 6 Star Report  
**Email** admin@6starhouse.com.au  
**Phone** 0466054837  
**Accreditation No.** HERA10079  
**Assessor Accrediting Organisation**  
HERA  
**Declaration of interest** Declaration completed: no conflicts

### National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

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State and territory variations and additions to the NCC may also apply.

**5.6**  
The more stars  
the more energy efficient

**NATIONWIDE  
HOUSE**  
ENERGY RATING SCHEME<sup>®</sup>

**183.1 MJ/m<sup>2</sup>**  
Predicted annual energy load for  
heating and cooling based on standard  
occupancy assumptions.

For more information on  
your dwelling's rating see:  
[www.nathers.gov.au](http://www.nathers.gov.au)

### Thermal performance

Heating	Cooling
<b>141.4</b>	<b>41.7</b>
MJ/m <sup>2</sup>	MJ/m <sup>2</sup>

### About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

### Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=IK00A7BNVC-01> When using either link, ensure you are visiting [www.FR5.com.au](http://www.FR5.com.au).





## Certificate Check

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Does this Certificate match the one available at the web address or QR code in the verification box on the front page?  
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

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Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

### Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

### Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

### Exposure\*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

### Provisional\* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

## Additional Notes

### Window and glazed door *type and performance*

#### Default\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
ALM-004-04 A	Aluminium B DG Air Fill Low Solar Gain low-E -Clear	4.9	0.33	0.31	0.35
ALM-005-04 A	Aluminium A DG Argon Fill Low Solar Gain low-E -Clear	4.8	0.34	0.32	0.36

#### Custom\* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Pantry	ALM-004-04 A	GL05B	2425	2000	fixed	0.0	ENE	No
Stairs	ALM-004-04 A	GL05C	2425	1184	fixed	0.0	ENE	No

\* Refer to glossary.



Kitchen/Living/-Dining	ALM-005-04 A	GL05A	2425	5625	casement	10.0	ENE	No
Kitchen/Living/-Dining	ALM-004-04 A	GL01	2800	3980	sliding	30.0	NNW	No
Bedroom	ALM-005-04 A	GL05A	2425	2350	awning	10.0	ENE	No
Bedroom	ALM-005-04 A	GL05B	2425	3100	awning	10.0	ENE	No
Hall/Stairs	ALM-004-04 A	Opening 110	2850	950	fixed	0.0	SSE	No
Bedroom	ALM-005-04 A	GL05C	2425	3359	awning	10.0	ENE	No
ENS	ALM-004-04 A	GL08A	2550	807	fixed	0.0	ENE	No
Bedroom	ALM-005-04 A	GL08B	2550	4152	awning	10.0	ENE	No

### Roof window type and performance value

Default\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom\* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

### Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m <sup>2</sup> )	Orientation	Outdoor shade	Indoor shade
No Data Available							

### Skylight type and performance

Skylight ID	Skylight description
No Data Available	

### Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m <sup>2</sup> )	Orient-ation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

### External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Kitchen/Living/Dining	2650	1000	100.0	SSE

### External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Earth Retaining Wall	0.5	Medium		No



2	FR5 - Concrete Block Solid/Core Filled	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
5	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No
6	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No
7	Parti Walls - Parti Wall	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Glass fibre batt: R2.5 (R2.5)	No

## External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Shared Carpark	1	2950	10415	WSW	0	No
Shared Carpark	2	2950	10646	SSE	0	Yes
Shared Carpark	3	2950	3715	WSW	0	Yes
Shared Carpark	1	2950	21634	SSE	0	No
Shared Carpark	1	2950	560	ENE	0	No
Shared Carpark	1	2950	2790	SSE	0	No
Shared Carpark	1	2950	13114	ENE	0	No
Shared Carpark	1	2950	23129	NNW	0	No
Shared Carpark	1	2950	456	ENE	0	No
Shared Carpark	1	2950	11905	NNW	0	No
Pantry	4	3000	2093	ENE	0	Yes
Stairs	5	3000	3322	SSE	0	Yes
Stairs	4	3000	853	ENE	0	Yes
Kitchen/Living/Dining	5	3000	1447	WSW	0	Yes
Kitchen/Living/Dining	6	3000	7372	WSW	0	No
Kitchen/Living/Dining	5	3000	1321	SSE	0	Yes
Kitchen/Living/Dining	5	3000	646	WSW	0	Yes
Kitchen/Living/Dining	5	3000	843	SSE	0	Yes
Kitchen/Living/Dining	4	3000	6255	ENE	0	Yes
Kitchen/Living/Dining	5	3000	5525	NNW	0	Yes
FW	5	2850	856	WSW	0	Yes
FW	5	2850	1451	NNW	0	Yes
Bath	7	2850	426	WSW	0	No
Bath	6	2850	1549	WSW	0	No
Bedroom	4	2850	2960	ENE	0	No
Bedroom	5	2850	4016	NNW	0	Yes
Bedroom	4	2850	3170	ENE	0	No
Hall/Stairs	6	2850	5705	WSW	0	No

\* Refer to glossary.



Hall/Stairs	5	2850	1322	SSE	0	Yes
Bedroom	5	2850	1003	WSW	0	Yes
Bedroom	5	2850	4226	SSE	0	No
Bedroom	4	2850	3595	ENE	0	No
Stairs	6	2850	3921	WSW	0	No
Stairs	4	2850	891	SSE	3099	Yes
ENS	4	2850	3540	SSE	3098	Yes
ENS	4	2850	1507	ENE	1704	No
Bedroom	6	2850	1583	WSW	0	No
Bedroom	4	2850	4037	ENE	1699	No
Bedroom	4	2850	4560	NNW	1327	Yes

### Internal wall type

Wall ID	Wall type	Area (m <sup>2</sup> )	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	99.5	
2	FR5 - Internal Plasterboard Stud Wall	12.1	Glass fibre batt: R2.5 (R2.5)

### Floor type

Location	Construction	Area (m <sup>2</sup> )	Sub-floor ventilation	Added insulation (R-value)	Covering
Shared Carpark	FR5 - CSOG: Slab on Ground	292.1	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	133.6	Enclosed	R0.0	none
Shared Carpark	FR5 - CSOG: Slab on Ground	17.9	Enclosed	R0.0	none
WC	FR5 - 300mm concrete slab	1.4	Enclosed	R1.0	Tiles
Pantry	FR5 - 300mm concrete slab	4.1	Enclosed	R1.0	Timber
Stairs	FR5 - 300mm concrete slab	2.8	Enclosed	R1.0	Timber
Kitchen/Living/Dining	FR5 - 300mm concrete slab	41.6	Enclosed	R1.0	Timber
FW	FR5 - 300mm concrete slab	1.2	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	2.5	Enclosed	R0.0	Tiles
Bath	FR5 - 300mm concrete slab	0.3	Enclosed	R0.0	Tiles
Bedroom	FR5 - 300mm concrete slab	5.2	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	6.6	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	2.9	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	7.7	Enclosed	R0.0	Carpet
Hall/Stairs	FR5 - 300mm concrete slab	3.6	Enclosed	R0.0	Timber
Hall/Stairs	FR5 - 300mm concrete slab	8.4	Enclosed	R0.0	Timber
Bedroom	FR5 - 300mm concrete slab	1.9	Elevated	R1.0	Carpet
Bedroom	FR5 - 300mm concrete slab	1.5	Enclosed	R0.0	Carpet
Bedroom	FR5 - 300mm concrete slab	9.2	Enclosed	R0.0	Carpet
Stairs	FR5 - 300mm concrete slab	3.5	Enclosed	R0.0	Timber
ENS	FR5 - 300mm concrete slab	5.3	Enclosed	R0.0	Tiles

Bedroom	FR5 - 300mm concrete slab	15.9	Enclosed	R0.0	Carpet
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### Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Shared Carpark	FR5 - 300mm concrete slab	R1.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
Shared Carpark	Plasterboard	R0.0	No
WC	FR5 - 300mm concrete slab	R0.0	No
Pantry	FR5 - 300mm concrete slab	R0.0	No
Stairs	FR5 - 300mm concrete slab	R0.0	No
Kitchen/Living/Dining	FR5 - 300mm concrete slab	R0.0	No
FW	Plasterboard	R5.0	No
Bath	FR5 - 300mm concrete slab	R0.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Hall/Stairs	Plasterboard	R5.0	No
Hall/Stairs	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Bedroom	FR5 - 300mm concrete slab	R0.0	No
Bedroom	Plasterboard	R5.0	No
Stairs	Plasterboard	R5.0	No
ENS	Plasterboard	R5.0	No
Bedroom	Plasterboard	R5.0	No

### Ceiling penetrations\*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
WC	1	Downlights	90	Sealed
WC	1	Exhaust Fans	200	Sealed
Pantry	1	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
Kitchen/Living/Dining	12	Downlights	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	Sealed
FW	1	Downlights	90	Sealed
Bath	1	Downlights	90	Sealed
Bath	1	Exhaust Fans	200	Sealed
Bedroom	4	Downlights	90	Sealed
Bedroom	2	Downlights	90	Sealed

\* Refer to glossary.



Hall/Stairs	4	Downlights	90	Sealed
Bedroom	2	Downlights	90	Sealed
Stairs	1	Downlights	90	Sealed
ENS	3	Downlights	90	Sealed
ENS	1	Exhaust Fans	200	Sealed
Bedroom	4	Downlights	90	Sealed

### Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

### Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Ceil: Ceiling	0.0	0.5	Medium
Slab:Slab - Suspended Slab : 300mm: 300mm Suspended Slab	0.0	0.5	Medium
Framed:Flat - Flat Framed (Metal Deck)	0.0	0.5	Medium

## Explanatory Notes

### About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

### Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

### Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

## Glossary

<b>Annual energy load</b>	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
<b>Assessed floor area</b>	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
<b>Ceiling penetrations</b>	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
<b>Conditioned</b>	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
<b>Custom windows</b>	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
<b>Default windows</b>	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
<b>Entrance door</b>	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
<b>Exposure category - exposed</b>	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
<b>Exposure category - open</b>	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
<b>Exposure category - suburban</b>	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
<b>Exposure category - protected</b>	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
<b>Horizontal shading feature</b>	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.



<b>National Construction Code (NCC) Class</b>	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at <a href="http://www.abcb.gov.au">www.abcb.gov.au</a> .
<b>Opening Percentage</b>	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
<b>Provisional value</b>	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at <a href="http://www.nathers.gov.au">www.nathers.gov.au</a>
<b>Reflective wrap</b> (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
<b>Roof window</b>	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
<b>Shading device</b>	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
<b>Shading features</b>	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
<b>Solar heat gain coefficient (SHGC)</b>	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
<b>Skylight</b> (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
<b>U-value</b>	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
<b>Unconditioned</b>	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
<b>Vertical shading features</b>	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

Pursuant to Section 260 of the Civil Law (Property) Act 2006;  
 The contract for sale of a Unit within a Units Plan before the Unit Plan is  
 registered must include;  
 The developers estimate, based on reasonable grounds, of the buyers general  
 fund contribution for 2 years after the Units Plan is registered.

**Provided by: Bond Projects (developer)**

**25 Howitt Street KINGSTON**

**ADMINISTRATION FUND**

CATEGORY	Amount	
	Year 1	Year 2
<b><u>EXPENSES</u></b>		
ACCESS EQUIPMENT FOR TRADES	\$ 250.00	\$ 258.75
BANK FEES & CHARGES	\$ 450.00	\$ 472.50
ELECTRICITY - COMMON AREAS	\$ 450.00	\$ 465.75
FEES AND PERMITS	\$ 350.00	\$ -
FIRE MONITORING	\$ -	\$ -
FIRE PROTECTION - ACTIVE	\$ 50.00	\$ 155.25
FIRE PROTECTION - PASSIVE	\$ 1,000.00	\$ 1,035.00
GARAGE DOOR	\$ 500.00	\$ 1,035.00
INSURANCE	\$ 8,776.80	\$ 9,215.64
INSURANCE - VALUATION	\$ 600.00	\$ -
MAINTENANCE - ELECTRICAL, BULBS, LIGHTING ETC	\$ 112.50	\$ 155.25
MAINTENANCE - GARDENING	\$ 3,120.00	\$ 3,229.20
MAINTENANCE - GENERAL BUILDING	\$ 90.00	\$ 93.15
MAINTENANCE - HVAC	\$ -	\$ 180.00
MAINTENANCE - PLUMBING - GENERAL	\$ 500.00	\$ 2,587.50
MANAGEMENT FEES	\$ 2,700.00	\$ 2,835.00
OWNERS/RESIDENTS PORTAL SOFTWARE	\$ 158.40	\$ 163.94
REPORT - SINKING FUND FORECAST	\$ 400.00	\$ -
TAX LODGMENT	\$ 500.00	\$ 525.00
WATER CONSUMPTION	\$ -	\$ -
GST 10%	\$ 2,000.77	\$ 2,240.69
<b>Totals</b>	<b>\$ 22,008.47</b>	<b>\$ 24,647.63</b>

Pursuant to Section 260 of the Civil Law (Property) Act 2006;  
 The contract for sale of a Unit within a Units Plan before the Unit Plan is registered must include;  
 The developers estimate, based on reasonable grounds, of the buyers general fund contribution for 2 years after the  
 Units Plan is registered.

**Provided by: Bond Projects (developer)**

**25 Howitt Street KINGSTON**

Unit	Reference	Unit Ent.	Contribution Year 1	Contribution Year 2
1		18	\$ 3,961.52	\$ 4,436.57
2		16	\$ 3,521.36	\$ 3,943.62
3		16	\$ 3,521.36	\$ 3,943.62
4		16	\$ 3,521.36	\$ 3,943.62
5		16	\$ 3,521.36	\$ 3,943.62
6		18	\$ 3,961.52	\$ 4,436.57
<b>6</b>		<b>100</b>	<b>\$ 22,008.47</b>	<b>\$ 24,647.63</b>

**Administration Fund**

Y1	Y2	Aggregate Entitlements
<b>\$ 22,008.47</b>	<b>\$ 24,647.63</b>	<b>100</b>

<b>Budget Estimate Note:</b>	Pursuant to Section 260 of the Civil Law (Property) Act 2006; The contract for sale of a Unit within a Units Plan before the Unit Plan is registered must include; The developers estimate, based on reasonable grounds, of the buyers general fund contribution for 2 years after the Units Plan is registered.
<b>Administrative Fund Note:</b>	The above schedule has been created using the proposed sales figures for each unit (as provided to Vantage Strata) as an indicator (only) of units of entitlement and should not be assumed as the final allocation. A licenced valuer will be required to create the schedule of entitlements for registration. Changes to the units of entitlements will affect the annual contribution by individual units. Each unit contributes to the total annual administrative budget figure using the following method; (total annual Administrative Fund amount) divided by (total Unit Plan aggregate entitlements) multiplied by (individual unit entitlements).
<b>Sinking Fund Note:</b>	A Sinking Fund forecast will be sourced in the first year for the Owners Corporation to approve. Once approved, the Sinking Fund will be contributed to by unit owners in accordance with the Units of Entitlement allocated to the individual units using the following method; (total annual Sinking Fund amount) divided by (total Unit Plan aggregate entitlements) multiplied by (individual unit entitlements).

Access Equipment	An allowance for the provision of additional access hardware for use by trades or other third parties.
Bank Fees & Charges, Tax Lodgment and other admin Fees	Fixed expenses relating to the administration and management of the Owners Corporation as per Vantage Strata draft management agreement.
Electrical Consumption Common Areas	An allowance for the service provision costs and electrical consumption for any shared areas based on benchmarked costs. This can include items such as common lighting, pumps and sumps etc.
Fees and Permits	Allowance for registration of the Owners Corporation "Ruies" (previously referred to as articles) or other items of a similar nature.
Fire Monitoring	<b>No Allowance has been made as an FIP has not been identified on the plans provided</b>
Fire Protection - Active	Allowance for the inspection and servicing of Active (Wet) fire equipment throughout the building. Budget based on costs of similar sized development. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders with small allowance for works not covered by DLP. Budget estimate for year 2 based on similar buildings with a minor allowance in year 1 for items not covered by warranty
Fire Protection Services - Passive	Allowance for the inspection and servicing of passive (Dry) fire equipment throughout the building. Budget based on costs of similar sized development. No DLP for the majority of these items and full servicing costs are envisaged from year 1. This allowance is also inclusive of a unit fire door inspection by a qualified organisation to ensure adherence to the relevant Fire Code.
Garage Entry Door	Allowance for the maintenance and repairs to all main entry door. Note that any garage doors that service a single unit do NOT have any allowance in the schedule. Any costs associated by single unit garaging equipment will be the responsibility of the individual unit owner for maintenance, repairs and replacement costs.
Insurance	Allowance for the provision of compulsory building insurance for all structures including apartments and common assets. Quote amount is based on the advised build costs as supplied by the developer. Individual units will require further insurance for their contents and no allowance has been made within this budget.
Insurance Valuation	An independent valuation for the replacement value of the building to ensure that the insurance policy coverage is adequate as insurance costs may fluctuate.
Maintenance - Electrical	Allowance for Planned Preventative Maintenance service of any common electrical infrastructure, including any common area lighting testing plus bulb replacement and any common area switchboards etc. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders with small allowance for works not covered by DLP. Estimate for year 2 based on similar buildings.
Maintenance - Gardening	The cost for maintaining the verges or any other gardens not allocated to individual lots and a blow/vac of the driveway and walkway. Allowance is for 3 hours per fortnight based on the drawings provided. No further allowance has been made for provision of additional/replacement mulch or plants
Maintenance - General	Allowance for unforeseen general building maintenance in shared areas and to arrange any compliance reports and subsequent maintenance requirements not covered specifically in another line item. This can include items like roof and gutter inspections etc.
Maintenance - HVAC	Allowance for Planned Preventative Maintenance service of Heating, Ventilation & Air-Conditioning infrastructure throughout the common areas of the Units Plan, potentially including common area split AC units, common area electric duct heaters, supply air fans, outside air fans, carpark exhaust fans, carpark jet fans, (if applicable). Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders with small allowance for works not covered by DLP. Budget estimate for year 2 based on similar buildings.
Maintenance - Plumbing (General)	Allowance for general plumbing repairs and requirements not covered under the Defect Liability Period
Management Fees	Fixed expenses relating to the administration and management of the Owners Corporation as per Vantage Strata draft management agreement provided.
Portal Contributions	Includes specialist building/facilities management software for asset registration, scheduling maintenance, document delivery and resident/owner communication as well as created dashboards to provide relevant data to the Executive Committee. Cost is calculated on a per unit/per month basis as an annual subscription.
Sinking Fund Forecast	Allowance for professional fees in preparing compulsory Sinking Fund forecast in the first year only.
Water Consumption	<b>No allowance for water consumption has been allocated. The developer has advised that each unit will be provided with a water meter that will be read individually by the service provider.</b>

Note: The budget assessment and notes are for items that were evident based upon the documents provided to Vantage Strata. No allowance has been made for any item not listed above or not listed as a line item in the schedule. Other common area maintenance items that arise will need to be paid for by contributing members on a Unit of Entitlement basis if sufficient funds are not available by underspends in other areas. Any residual monies that remain after the end of the financial year are the property of the owners and may be used as agreed between the owners.

## Schedule 1 Default rules

(see s 7A.)

### 1.1 Definitions—default rules

- (1) In these rules:

*owner, occupier or user*, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

### 1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

### 1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

### 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by special resolution; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.

- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

**Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

**Example—permission unreasonably withheld**

external appearance of a unit or the units plan

## 1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
  - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
  - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
  - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
  - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

## 1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

**1.7 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

**1.8 Hazardous use of unit**

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

**1.9 Use of unit—nuisance or annoyance**

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.10 Noise**

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

#### **1.11 Illegal use of unit**

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

#### **1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
  - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

*executive committee representative* means a person authorised, in writing, by the executive committee under rule 1.12 (4).

## Dictionary

(see s 2)

*Note 1* The Legislation Act contains definitions and other provisions relevant to this regulation.

*Note 2* For example, the Legislation Act, dict, pt 1 defines the following terms:

- GST
- in relation to.

*Note 3* Terms used in this regulation have the same meaning that they have in the *Unit Titles (Management) Act 2011* (see Legislation Act, s 148.) For example, the following terms are defined in the *Unit Titles (Management) Act 2011*, dict:

- assistance animal
- corporate register (see s 113)
- manager
- owners corporation.

*executive committee representative*, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

*owner, occupier or user*, of a unit, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

*unit*—see the *Unit Titles Act 2001*, section 9.

*units plan*—see the *Unit Titles Act 2001*, dictionary.